



# Proclamation

**Pillar of the Month for August 2020**  
**“Respect”**  
20-37

**WHEREAS**, Queen Anne’s County was declared a “Character Counts!” community;  
and

**WHEREAS**, we as citizens will come together and build a strong community based on respect and tolerance of individual differences without prejudice; and

**WHEREAS**, the Queen Anne’s County Department of Social Services acknowledges the worth of other people, including oneself; and

**WHEREAS**, the Queen Anne’s County Department of Social Services believes that all citizens should treat others as they want to be treated; and

**WHEREAS**, the Department values all people, respects others’ dignity, privacy and freedom, provides services while being courteous and polite as well as being tolerant and accepting of differences; and

**WHEREAS**, the Queen Anne’s County Department of Social Services urges all citizens to make respect a daily part of their lives;

**NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY**, do hereby designate the Character Counts! Pillar of the month for August to be “Respect”.

**QUEEN ANNE’S COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

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James J. Moran, President

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Jack N. Wilson, Jr.

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Stephen Wilson





*Queen  
Anne's  
County*

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**THE COUNTY COMMISSIONERS OF  
QUEEN ANNE'S COUNTY**

The Liberty Building  
107 North Liberty Street  
Centreville, MD 21617

e-mail: [QACCommissioners&Administrator@gac.org](mailto:QACCommissioners&Administrator@gac.org)

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

*County Administrator: Todd R. Mohn, PE*

*Executive Assistant to County Commissioners: Margie A. Houck*

*County Attorney: Patrick Thompson, Esquire*

August 11, 2020

Board of Education Board Members  
Dr. Andrea Kane, Superintendent  
Board of Education  
202 Chesterfield Avenue  
Centreville, Maryland 21617

Dear Board Members & Superintendent Kane,

We are writing to express our support for the development of a plan to allow for a return to “in-person learning” at our Queen Anne’s County Public Schools. While everyone is hopeful that a vaccine will become widely available, there is no guarantee there will ever be a vaccine. We encourage you, as our local school leaders, along with public health experts, to plan for how to provide parents with the option to return students to in class instruction, even if a vaccine is never developed.

As we all acknowledge, schools provide more than just academics to children and adolescents. In addition to reading, writing and math, children learn social and emotional skills, get exercise and access to mental health support and other things that cannot be provided with online learning. For many families, school is where kids get healthy meals, access to the internet, and other vital services. In addition, it allows for parents to return to work and support a healthy economy.

The latest American Academy of Pediatrics (AAP) advises that children learn best when they are in school. The Center for Disease Control (CDC) Director Dr. Robert Redfield has stated that “it is critically important for our public health to open schools...” While the spread of COVID-19 in the community is a paramount health concern, we should guard against trading one public health crisis for another. We must contemplate the long-term social, economic, and health impacts that virtual learning could have on our youth.

CDC and AAP have offered guidance based on what pediatricians and infectious disease specialists know about COVID-19 and kids. Medical studies suggest that children are less likely to have symptoms or severe disease from infection. They also appear less likely to become infected or spread the virus.

We appreciate that returning to school in person needs careful steps in place to keep students, teachers and staff safe. While COVID-19 school policies will reduce risk, they will not prevent it entirely. Even with safety protocols in place, distance learning or other student population may be a component of future learning and the return to in class instruction will likely look different than before COVID. We support evidenced based efforts to return kids to school, if even on an alternating schedule, such as the

A and B groups previously proposed. We strongly believe that a balanced plan to take into consideration public safety and the overall health of our community will provide the best, brightest future for our students, teachers, and families.

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\_\_\_\_\_  
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August 11, 2020

Maryland Department of Public Works  
Larry Hogan, Governor, Chair  
Peter Franchot, Comptroller  
Nancy K. Kopp, State Treasurer  
80 Calvert Street  
Annapolis, Maryland 21401

Re: MC# 20-2701  
Former Fisherman's Inn, Inc.  
(0.144 acres) located between MD 18 (Kent Narrows Way)  
and Main Street in Grasonville, Queen Anne's County

Dear Board of Public Works:

We hereby support the modification and amendment to the leased property area and the proposed transfer of 0.144 acres of land from the Maryland State Highway, Association to Fisherman's Inn, Inc. as proposed in this application and request. Transfer of this property will provide additional needed public parking for the development of a new hotel in the Kent Narrows.

Respectfully,

QUEEN ANNE'S COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
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\_\_\_\_\_  
Jack N. Wilson, Jr.

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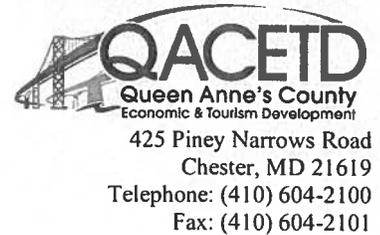


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Department of Economic & Tourism Development  
Todd Mohn, County Administrator  
Heather Tinelli, Director



**ACTION ITEM**

**DATE:** July 31, 2020  
**TO:** Queen Anne's County Commissioners  
**FROM:** Heather Tinelli, Director of Economic and Tourism Development  
**SUBJECT:** Signature Requested for Matapeake Industrial Park Grant – Semi Annual Progress Report - Grant Number MD-11-ED-70

Attached is the Semi-Annual Progress Report for grant number MD-11-ED-70 which regards the Matapeake Industrial Park grant. The staff in the Economic and Tourism Development have completed the form after talking with the representatives of the businesses located in the Industrial Park who are eligible to be included in the progress reports. The grant has been in effect since 2011 when the original award of \$575,000 was made. The park is adjacent to the Matapeake Beach and Clubhouse facility.

In order to finalize this report, a signature from the President of the Board of County Commissioners is required on the attached CDBG Semi-Annual Progress Report form.

**ACTION RECOMMENDED:**

**I move to approve and sign the Semi-Annual Progress Report as presented for the Community Development Block Grant number MD-11-ED-70, regarding Matapeake Industrial Park, which covers the time period of January 1, 2020 through June 30th, 2020.**

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

**ECONOMIC DEVELOPMENT ACTIVITIES**

**SECTION I: GRANT INFORMATION**

|   |  |
|---|--|
| <b>Grantee:</b> Queen Anne's County   | <b>Subrecipient:</b> N/A                     |
| <b>Grant Number:</b> MD-11-ED-70  | <b>Grant Name:</b> Matapeake Industrial Park |
| <b>Grant Street Address:</b> MD Route 8, Kent Island, Maryland                                |  |
| <b>Grant Start Date:</b> April 1, 2011  | <b>Grant End Date:</b> March 31, 2013        |
| <b>National Objective:</b> Benefit to Low and Moderate Income Individuals- Job Creation (LMJ) |  |

**SECTION II: GRANT PROGRESS**

**Reporting Period**

|  |   |
|--|---|
| <b>July 1 – December 31,<br/>(Due January 10<sup>th</sup>)</b> | <b>January 1 – June 30, 2020<br/>(Due July 10<sup>th</sup>)</b> |
|--|---|

Is the project on schedule? Yes  No       Is this the final report for this project? Yes  No

Was preparation of a single audit required during this reporting period? Yes  No

If yes, was a copy of the single audit provided to the CDBG Program Director? Yes  No

Were contracts for construction or other services related to this project awarded during this reporting period? Yes  No

If yes, please provide each contractor's name, the amount of each contract, and the date each contract was signed and whether or not they are MBE, WBE or Section 3 businesses.

Discuss project progress during this reporting period and, if applicable, discuss any problems or challenges.

Due to Covid-19 most of our companies that replied had not growth in jobs during this time frame.

**SECTION III: GRANTEE CONTACT PERSON**

|                                      |   |  |
|--------------------------------------|---|--|
| <b>Contact Name:</b> Heather Tinelli | <b>Title:</b> Director Economic and Tourism Development |  |
| <b>Phone Number:</b> 410-604-2100    | <b>Fax Number:</b>                                      | <b>Email Address:</b> htinelli@qac.org |

**SECTION IV: CERTIFICATION OF CHIEF ELECTED OFFICIAL**

I certify that the information in this report is accurate and correct.

|                   |                                    |              |
|-------------------|------------------------------------|--------------|
| <b>Signature:</b> | <b>Title:</b> Commission President | <b>Date:</b> |
|-------------------|------------------------------------|--------------|

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

**ECONOMIC DEVELOPMENT ACTIVITIES**

**SECTION V: PERFORMANCE - OUTCOME DATA AND BENEFICIARIES FOR ECONOMIC DEVELOPMENT ACTIVITIES**

**Proposed Job Creation - Full Time Jobs: 130 Full Time Low Mod Income (LMI): 66 (positions made available to LMI persons. Grantee is not to change the proposed numbers of beneficiaries.)**

| Actual Unduplicated Job Positions Created During the reporting period:  | July 1 To December 31 | January 1 To June 30 | Total for the Program Year | Cumulative Total (all years) |
|---|-----------------------|----------------------|----------------------------|------------------------------|
| Total unduplicated full time job positions created  | 5                     | 0                    | 5                          | 24                           |
| Total unduplicated full time job positions made available to Low Moderate Income (LMI) Persons) though job creation   | 5                     | 0                    | 5                          | 24                           |
| Of the total of unduplicated full time job positions created, the total number of full time jobs taken by LMI Persons | 5                     | 0                    | 5                          | 24                           |

| Other Data: Of all unduplicated job positions created during the reporting period, enter the total number of: | July 1 To December 31 | January 1 To June 30 | Total for the Program Year | Cumulative Total (all years) |
|---|-----------------------|----------------------|----------------------------|------------------------------|
| Job positions with employer sponsored health care   | 5                     | 0                    | 5                          | 20                           |
| Persons unemployed prior to taking jobs created by this activity  | 5                     | 0                    | 5                          | 19                           |

| Job Classifications (as defined by the Economic Development Administration (EDA) provided with the instructions for this report)<br>Provide the total number of all unduplicated jobs created in each job classification: | July 1 To December 31 | January 1 To June 30 | Unduplicated Total for the Program Year | Cumulative Total (all years) |
|---|-----------------------|----------------------|---|------------------------------|
| Officials and Managers  | 2                     |                      | 2                                       | 3                            |
| Professional Technicians  |                       |                      |   |                              |
| Sales   | 1                     |                      | 1                                       | 7                            |
| Office and Clerical   | 1                     |                      | 1                                       | 3                            |
| Craft Worker (skilled)  |                       |                      |   |                              |
| Operatives (semi-skilled)   |                       |                      |   |                              |
| Laborers (unskilled)  | 1                     |                      | 1                                       | 5                            |
| Service Workers   |                       |                      |   | 6                            |

|   |   |   |   |    |
|---|---|---|---|----|
| <b>Total actual unduplicated job positions created by classification must equal total jobs created during the reporting period.</b> | 5 | 0 | 5 | 24 |
|---|---|---|---|----|

**DUNS NUMBER (Data Universal Numbering System for Each Business Assisted)**

**Note: A DUNS number is required by HUD for every business assisted. If the business does not have a DUNS number, see the instructions that came with this report for information on obtaining a DUNS number.**

| Business Name                     | Trading As                   | Business Address                                      | Business' DUNS # |
|-----------------------------------|------------------------------|---|------------------|
| Michigan Manufacturing            | Michigan Manufacturing       | 1625 Sonny Schulz Boulevard<br>Stevensville, MD 21666 | 015641306        |
| Chesapeake Wiper & Supply Company | RagLady                      | 1415 Sonny Schulz Blvd A<br>Stevensville, MD 21666    | 130233158        |
| Dogwood Acres Pet Retreat         | Dogwood Acres Pet Retreat    | 1220 Sonny Schulz Blvd<br>Stevensville, MD 21666      |                  |
| Marine Management, Inc            | Commercial Carpets Logistics | 1310 Sonny Schulz Blvd<br>Stevensville, MD 21666      | 123822532        |
| Sealing Technologies              | Sealing Technologies         | 1310 Sonny Schulz Blvd<br>Stevensville, MD 21666      | 116830024        |

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

**ECONOMIC DEVELOPMENT ACTIVITIES**

**SECTION V: PERFORMANCE - OUTCOME AND BENEFICIARY DATA FOR ECONOMIC DEVELOPMENT ACTIVITIES**

**Proposed Beneficiaries for Job Creation All: 130 Low Moderate Income (LMI): 66**  
*Grantee is not to change the proposed numbers of beneficiaries.*

| <b>Actual Beneficiaries – Job Creation</b><br>Enter the total unduplicated number of all beneficiaries hired in jobs created during the reporting period . | <b>July 1 To December 31</b> | <b>January 1 To June 30</b> | <b>Unduplicated Total for the Program Year</b> | <b>Cumulative Total (all years)</b> |
|--|------------------------------|-----------------------------|--|-------------------------------------|
|  | 5                            | 0                           | 5  | 24                                  |

| <b>Race and Ethnicity of Beneficiaries</b>   | <b>All</b> | <b>Of all, the number with Hispanic Ethnicity</b> | <b>All</b> | <b>Of all, the number with Hispanic Ethnicity</b> | <b>All</b> | <b>Of all, the number with Hispanic Ethnicity</b> | <b>All</b> | <b>Of all, the number with Hispanic Ethnicity</b> |
|--|------------|---|------------|---|------------|---|------------|---|
| HUD CODE 11: White   | 4          | 0   |            |   |            |   | 19         |   |
| HUD CODE 12: Black or African American   | 1          | 0   |            |   |            |   | 4          | 0   |
| HUD CODE 13: Asian   |            |   |            |   |            |   |            |   |
| HUD CODE 14: American Indian / Alaskan Native  |            |   |            |   |            |   |            |   |
| HUD CODE 15: Native Hawaiian / Other Pacific Islander                                |            |   |            |   |            |   |            |   |
| HUD CODE 16: American Indian / Alaskan Native and White                              |            |   |            |   |            |   |            |   |
| HUD CODE 17: Asian and White   |            | 0   |            |   |            |   | 1          | 0   |
| HUD CODE 18: Black / African American and White                                      |            |   |            |   |            |   |            |   |
| HUD CODE 19: American Indian / Alaskan Native and Black / African American and White |            |   |            |   |            |   |            |   |
| HUD CODE 20: Other Multi Racial  |            |   |            |   |            |   |            |   |

|  |   |   |  |   |  |  |    |  |
|--|---|---|--|---|--|--|----|--|
| <b>Actual Beneficiaries: Enter the unduplicated number of persons in each race hired in the reporting period. (persons by race must equal total all beneficiaries served above during the reporting period).</b> | 5 | 0 |  | 0 |  |  | 24 |  |
| <b>Also, enter the unduplicated number of persons with Hispanic ethnicity within each race.</b>  |   |   |  |   |  |  |    |  |

| <b>Income Levels of Beneficiaries</b>                | <b>July 1 To December 31</b> | <b>January 1 To June 30</b> | <b>Unduplicated Total for the Program Year</b> | <b>Cumulative Total (all years)</b> |
|--|------------------------------|-----------------------------|--|-------------------------------------|
| Extremely Low Income ((Up to 30% of median)          | 2                            | 0                           | 2  | 7                                   |
| Low Income (30% to 50% of median)                    | 3                            | 0                           | 3  | 11                                  |
| Moderate Income (50% to 80% of median)               |                              |                             |  | 6                                   |
| Non-Low to Moderate Income (80% and above of median) |                              |                             |  |                                     |

|  |   |   |   |    |
|--|---|---|---|----|
| <b>Actual Income levels of unduplicated beneficiaries hired during the reporting period. (must equal total of all beneficiaries above)</b> | 5 | 0 | 5 | 24 |
|--|---|---|---|----|

| <b>Other Job Creation Beneficiary Data:<br/>Of the persons hired during the reporting period, enter unduplicated number of :</b> | <b>July 1 To December 31</b> | <b>January 1 To June 30</b> | <b>Unduplicated Total for the Program Year</b> | <b>Cumulative Total (all years)</b> |
|--|------------------------------|-----------------------------|--|-------------------------------------|
| Disabled Persons   |                              |                             |  |                                     |
| Female Head-of-Household   | 3                            | 0                           | 3  | 8                                   |
| Persons 62 or older  |                              |                             |  |                                     |
| Military Veterans  |                              |                             |  |                                     |



**Queen  
Anne's  
County**

160 Coursevall Drive  
Centreville, MD 21617

Telephone Planning: (410) 758-1255  
Fax Planning: (410) 758-2905  
Telephone Permits: (410) 758-4088  
Fax Permits: (410) 758-3972

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

**ACTION REQUIRED**

**Memorandum**

**Date:** August 5, 2020  
**To:** E. Michael Wisnosky, AICP, Director of Planning and Zoning  
**From:** Todd Mohn, County Administrator

**Re:** ***Fisherman's Village/Schulz Development, LLC***  
***Tax Map 57, Parcels 329,333,432,494***  
***Tax Map 58D, Parcel 73***  
***Development Deeds and Easements***

On May 14, 2020, the Planning Commission approved major site plan approval for a 120-room hotel and banquet facility totaling 83,262 square feet. The property is located along Kent Narrows Way South in the Kent Narrows. The location of the property is adjacent to County-owned and/or leased lands. In order to develop the property as designed and approved, the developer needs to secure various easements to allow for shared parking, drainage, and pedestrian access to the County trail system. To this end, the developer's attorney has been working with the County attorney and the Planning Commission attorney to create the documents to execute the project. Attached please find the following:

- Amended and Restated Access and Parking Agreement
- Deed of Shared Parking Easement and Agreement
- Amended and Restated Grant of Easement and Agreement
- Amended and Restated Deed of Pedestrian Path Easement
- Deed of Stormwater Management and Drainage Easement

Each of these documents have been reviewed and approved by the County attorney's, the Department of Public Works and the Department of Planning and Zoning.

**Suggested Motion:**

- **I move to approve the necessary easements as presented to allow for shared parking, drainage, and pedestrian access to the County trail system in accordance with the conditions of the Fisherman's Village/Schulz Development, LLC site plan approval.**

NO TITLE EXAMINATION  
NO CONSIDERATION

AMENDED AND RESTATED  
ACCESS AND PARKING AGREEMENT

THIS ACCESS AND PARKING AGREEMENT (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between SCHULZ DEVELOPMENT, LLC, a Maryland limited liability company, party of the first part ("Grantor") and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body corporate and politic of the State of Maryland, party of the second part "Grantee" or "County").

RECITALS

WHEREAS, This Amended and Restated Access and Parking Agreement is intended to supplement and replace in its entirety a certain Access and Parking Agreement dated June 30, 2015 and recorded in Liber S.M. No. 2438, folio 363 of the Land Records of Queen Anne's County which instrument is hereby declared null, void and of no further force or effect.

WHEREAS, Grantor is the owner of a part or parcel of land consisting of 1.041 acres, more or less, by virtue of a deed dated October 24, 2006 from Schulz Associates, LLLP and recorded among the Land Records of Queen Anne's County in Liber No. 1616, folio 259 and an adjoining part or parcel of land by virtue of a deed dated January 10, 2007 and recorded among the aforesaid Land Records in Liber S.M. No. 1642, folio 535 (hereinafter collectively the "Property"); and

WHEREAS, Kent Narrows Enterprises, LLC owns adjacent property which is proposed to be developed by adding a hotel, banquet center and associated parking as set forth and shown most recently on the site plans (#SP-19-07-0028) entitled "OVERALL SITE PLAN SHOWING THE LANDS OF SCHULZ DEVELOPMENT, LLC & SCHULZ ASSOCIATES, LLLP", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, which plans, together with all subsequent amendments and revisions thereto duly approved by all proper governmental authority are on file with the Queen Anne's County Department of Planning and Zoning; and

WHEREAS, Grantor has elected to designate a portion of the Property, as referenced and identified herein, for the purpose of allowing the County access to and the use of certain parking areas for public parking as described herein; and

WHEREAS, as a condition of the approval of the planned construction and development of the hotel, banquet center and associated parking, Grantor has submitted and the County has approved and agreed to this Access and Parking Agreement pertaining to the area more particularly shown and on the plat entitled "SHARED PARKING EASEMENT ON THE LANDS OF SCHULZ DEVELOPMENT, LLC", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, dated June, 2020 and attached hereto as Exhibit A, 1 and 2 (hereinafter the "Plat"); and

WHEREAS, the parties hereto desire to create a non-exclusive parking easement on, over and upon the Parking Area, as shown and designated on the Plat, and to provide for the maintenance and use thereof, for the purpose of providing public parking in the general area, parking for the adjacent banquet center and hotel, and parking for the "Queen Anne's County Cross Island Trail", and

WHEREAS, these recitals are not merely prefatory, but form a substantive part hereof this Agreement.

#### GRANT AND AGREEMENTS

WITNESSETH, that for and in consideration of the sum of Zero Dollars (\$0.00), but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the covenants and conditions contained herein, the Grantor grants unto the Grantee a nonexclusive easement for use and enjoyment of the Parking Area as hereafter described for vehicle parking over, upon and on the following described property:

**ALL those parts or parcels of ground, situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, consisting of 0.688 acres, more or less designated as "Parking Easement Area = 0.688 ac.+/- (29,980 sq. ft. +/-) and 0.268 acres, more or less designated as "Parking Easement Area = 0.268 ac.+/- (11,663 sq. ft. +/-)" (hereinafter referred to as "Parking Area") on the plats entitled "SHARED PARKING EASEMENT ON THE LANDS OF SCHULZ DEVELOPMENT, LLC", prepared by Davis, Moore, Shearon & Associates, LLC, dated June, 2020, and attached hereto and incorporated herein as Exhibit A, 1 and 2 (the "Plat").**

The Parking Area easement is established subject to the following terms and conditions:

1. This Agreement is created for the sole purpose of providing public parking on, over and upon the Parking Area for the general public. The Parking Area shall not be used by the Grantee for any other purpose except as a public parking use, and

necessary access thereto. The terms and conditions hereof and the rights granted herein shall be perpetual, non-exclusive and Grantor reserves the right to grant easements, rights of way, and other rights and privileges in Grantor's sole and absolute discretion, so long as the same does not unreasonably interfere with the rights and privileges granted herein.

2. Grantor, for itself, its successors and assigns, hereby reserves the right to use, and construct improvements over, under, upon and across the Parking Area for all lawful purposes, including but not limited to, the right to use and improve the Parking Area at such locations and in a such manner as the Grantor deems necessary or appropriate, provided that any such use and improvement of the Parking Area by the Grantor shall not unreasonably interfere with the use of the Parking Area. Notwithstanding the foregoing, any reasonable improvement, maintenance, repair or other upkeep or construction upon the Parking Area by Grantor or Grantor's contractors, subcontractor's or workers shall not be deemed to unreasonably interfere with the Grantee's or the public's use of the Parking Area during such repair, maintenance or construction.

3. The Grantor, for itself and its successors and assigns, reserves the right to grant other public or private licenses, easements and rights-of-way over, under, upon and across the Parking Area, and to use the Parking Area for all lawful purpose(s), including but not limited to, the construction, maintenance and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables and underground conduits, provided such other uses with the Parking Area do not obstruct or otherwise unreasonably impede the use and enjoyment of the Parking Area by the general public as intended.

4. All improvement(s) and/or alterations made to the Parking Area by the Grantee shall be subject to the written approval of the Grantor, which approval shall not be unreasonably withheld.

5. Grantee is prohibited from assigning any of its rights or obligations under this Agreement.

6. The Grantor shall at all times, and at its cost, maintain the Parking Area in a neat, clean and safe condition, removing all trash and debris. The parties may promulgate rules and regulations for the reasonable use of the Parking Area by the public, provided the Parking Area is used for the purposes stated herein. However, access to the Parking Area shall be restricted to reasonable hours and for reasonable purposes, consistent herewith, except for policing purposes, which may occur at any hour. Grantor shall be permitted to restrict or prohibit parking by other than passenger vehicles, including regulating and/or prohibiting parking of campers, recreational vehicles, tractor trailers, boats or similar oversized vehicles.

7. Grantee agrees to indemnify and hold Grantor, and Grantor's successors and assigns, harmless from any and all liability, claims, losses, expenses, fees, including reasonable attorney's fees, costs, settlements and judgments directly or indirectly arising out of, or relating to the use of the Parking Area by the Grantee.

8. This Agreement does not grant the public, in general, any right of access or any right to the use of the other areas associated with, owned by, or a part of the land of Grantor which are not herein designated Parking Area or subject to this Agreement. This easement extends only to those areas designated as Parking Area and necessary access thereto. Except as specifically provided herein, this Agreement shall not be construed as a dedication to general public use or as an acceptance for maintenance of any Parking Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Parking Area.

9. The Grantor further covenants and agrees that the easements, right of way, covenants and agreements contained herein shall run with the Parking Area, and all portions thereof, and shall bind the Grantor, its successors and assigns, and shall bind all present and subsequent owners of the Property.

10. The Grantor agrees to make specific reference to this Agreement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Parking Area is conveyed.

11. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision of this Agreement. No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision of this Agreement, or (b) such provision in any circumstance not controlled by such determination.

12. The captions contained in this Agreement are for convenience only and are not a part of this Agreement and are not intended in any way to limit or enlarge the terms and provisions of this Agreement. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.

13. This Agreement shall be construed, and the rights and obligations of parties hereunder will be determined, in accordance with the laws of the State of Maryland by a court of competent jurisdiction in Queen Anne's County, Maryland.

14. No party hereto shall be deemed to have waived the exercise of any right

which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. No failure on the part of the Grantor or the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof, nor shall such failure affect the right of the Grantor or County to enforce same in the event of a subsequent breach or default.

15. This Agreement represents the entire agreement between the parties hereto with respect to the matters contained herein and cannot be amended or supplemented except by further written agreement signed by the parties.

16. This Amended and Restated Access and Parking Agreement is intended to supplement and replace in its entirety a certain Access and Parking Agreement dated June 30, 2015 and recorded in Liber S.M. No. 2438, folio 363 of the Land Records of Queen Anne's County which instrument is hereby declared null, void and of no further force or effect.

TO HAVE AND TO HOLD the said easement above described and mentioned and hereby intended to be granted, unto and to the proper use and benefit of The County Commissioners of Queen Anne's County, Maryland.

WITNESS the hand and seal of the Grantor.

WITNESS:

GRANTOR:

SCHULZ DEVELOPMENT, LLC  
A Maryland limited liability company

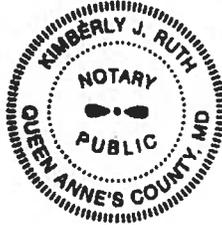
Kimberly Ruth

[Signature] (SEAL)  
By: Jody J. Schulz, Managing Member

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JODY J. SCHULZ, who acknowledged himself to be the Managing Member of SCHULZ DEVELOPMENT, LLC, and that he, as such Managing Member, being authorized to do so, executed the same for the purposes therein contained; and further acknowledged that the actual consideration passing in this transaction is NONE.

WITNESS my hand and notarial seal.



Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

ATTEST:

GRANTEE

THE COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
James J. Moran, President

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Jack N. Wilson, Jr.

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Stephen Wilson

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Philip L. Dumenil

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Christopher M. Corchiarino

STATE OF MARYLAND, COUNT OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Moran, Jack N. Wilson, Jr., Stephen Wilson, Philip L. Dumenil, and Christopher M. Corchiarino, who acknowledged themselves to be THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, and that they, as such President and Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

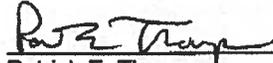
WITNESS my hand and Notarial Seal.

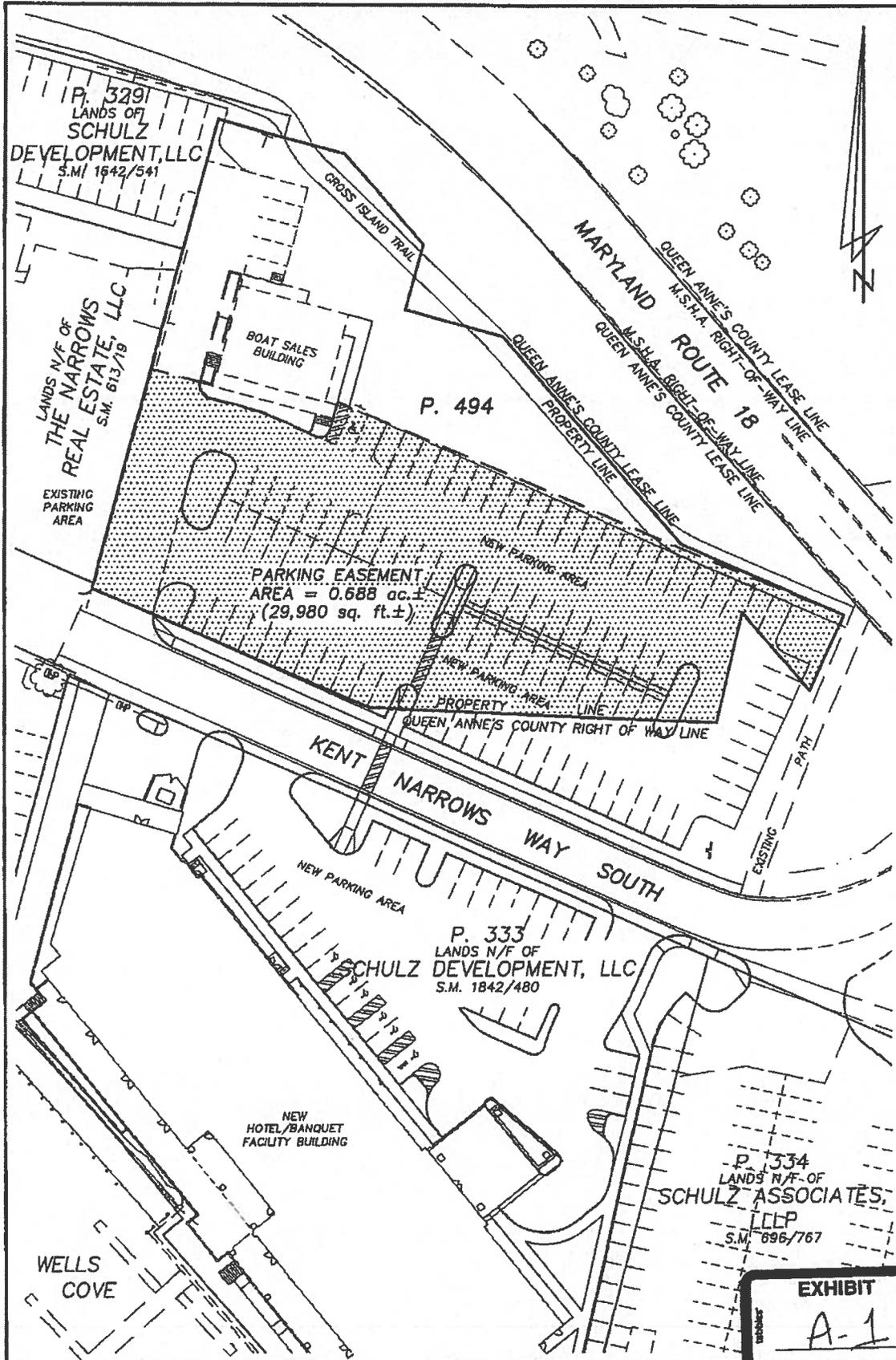
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved for Legal Sufficiency:

Patrick E. Thompson, County Attorney

This document was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Patrick E. Thompson



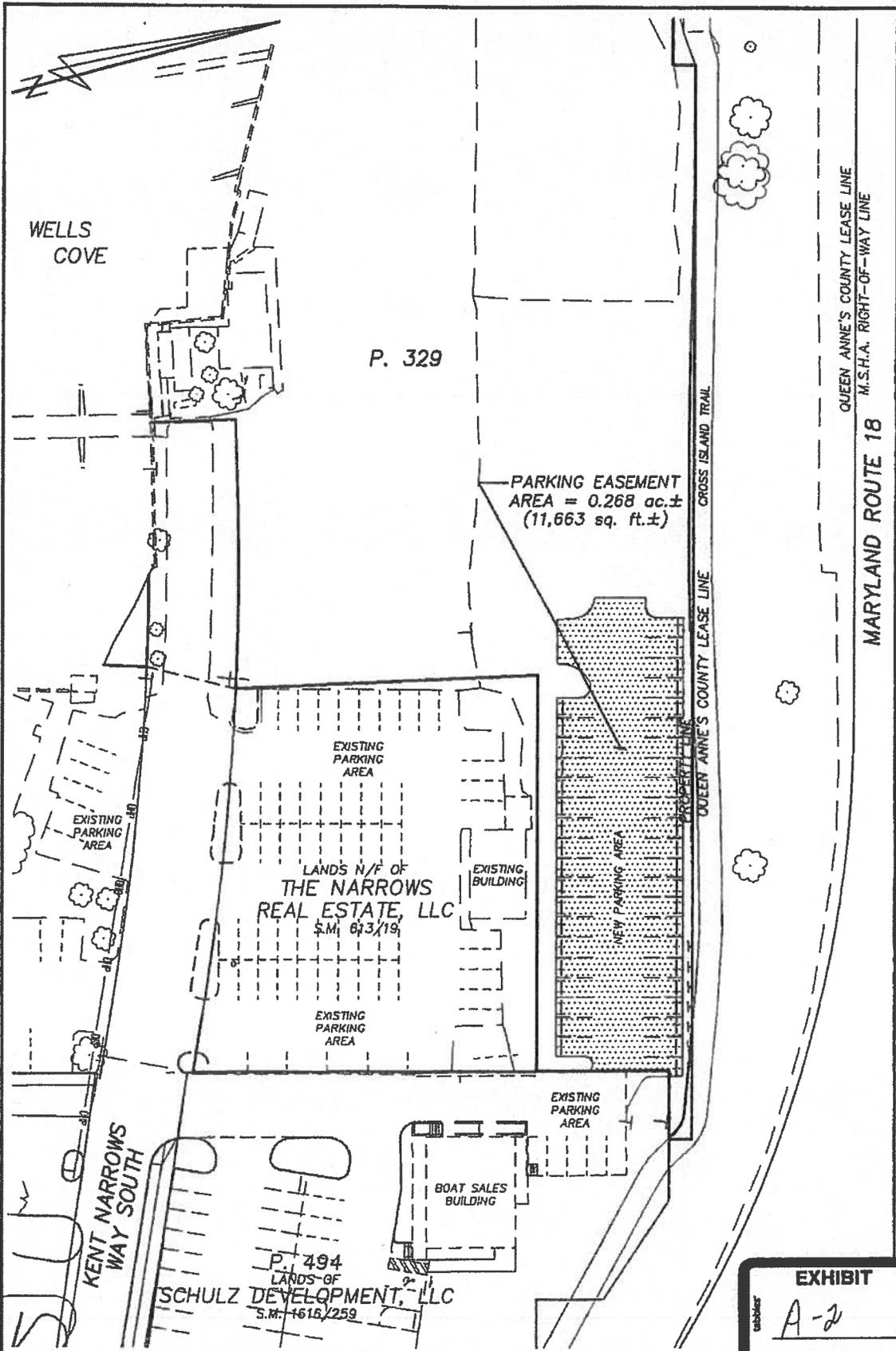
**EXHIBIT**  
A-1

SHARED PARKING EASEMENT  
ON THE LANDS OF  
**SCHULZ DEVELOPMENT, LLC**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, & SHEARON  
& ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 89  
CENTREVILLE, MARYLAND 21817  
PHONE : 1-410-293-9180  
FAX : 1-410-293-9188

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

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**EXHIBIT**  
A-2

SHARED PARKING EASEMENT  
ON THE LANDS OF  
**SCHULZ DEVELOPMENT, LLC**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21817  
PHONE : 1-410-282-9130  
FAX : 1-410-283-8148

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

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NO TITLE EXAMINATION  
NO CONSIDERATION

DEED OF SHARED PARKING EASEMENT AND AGREEMENT

THIS DEED OF SHARED PARKING EASEMENT AND AGREEMENT (hereinafter "Deed of Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SCHULZ ASSOCIATES, LLLP, a limited liability limited partnership, party of the first part, hereinafter referred to as "Grantor" and KENT NARROWS ENTERPRISES, LLC, a limited liability company, party of the second part, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, Grantor is the owner of all that land situated, lying and being in the Fifth Election District of Queen Anne's County, Maryland, by virtue of a deed dated January 30, 1998 from Oscar A. Schulz and Betty T. Schulz, and recorded among the Land Records of Queen Anne's County, Maryland at Liber No. 696, folio 767 as set forth, shown and designated "P. 334", (hereinafter "Parking Parcel") on the plat entitled "SHARED ACCESS PARKING EASEMENT ON THE LANDS OF SCHULZ ASSOCIATES, LLLP", by David, Moore, Shearon & Associates, LLC, Registered Engineers and Surveyors, dated June, 2020 and attached hereto and incorporated herein as Exhibit A.

WHEREAS, Grantee is the owner of all that land situated, lying and being in the Fifth Election District of Queen Anne's County, Maryland, by virtue of a deed dated \_\_\_\_\_ from Schulz Development, LLC, recorded among the Land Records of Queen Anne's County, Maryland at Liber No. \_\_\_\_\_, folio \_\_\_\_\_ and as set forth and further described and shown as "P. 333 LANDS N/F OF SCHULZ DEVELOPMENT, LLC" (hereinafter "Hotel Parcel") on the plat entitled "SHARED ACCESS PARKING EASEMENT ON THE LANDS OF SCHULZ ASSOCIATES, LLLP", by Davis, Moore, Shearon & Associates, LLC, Registered Engineers and Surveyors, dated June, 2020 and attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Hotel Parcel is proposed to be developed by adding a hotel, banquet center and associated parking as set forth and shown most recently on the site plans (#SP-19-07-0028) entitled "OVERALL SITE PLAN SHOWING THE LANDS OF SCHULZ DEVELOPMENT, LLC & SCHULZ ASSOCIATES, LLLP", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, which plans, together with all subsequent amendments and revisions thereto duly approved by all proper governmental authority are on file with the Queen Anne's County Department of Planning and Zoning.

WHEREAS, Grantor hereby establishes and conveys unto Grantee this Deed of Easement to provide for the use and enjoyment of 22 parking spaces on the Parking Parcel for the benefit of Grantee and any subsequent owner of the Hotel Parcel.

WHEREAS, this Deed of Shared Parking Easement and Agreement is intended to supercede and replace a prior Deed of Shared Parking Easement and Agreement dated June 30, 2015 and recorded in Liber 293, folio 380 of the Land Records of Queen Anne's County, Maryland (the "Prior Deed of Shared Parking").

WHEREAS, these recitals are not merely prefatory but form a part of this Deed of Easement.

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing, the covenants and promises herein contained, and for and in consideration of the sum of zero (\$0.00) dollars, but for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor, for itself, its successor and assigns, grants, conveys and establishes a non-exclusive, common parking easement on, across and upon the Parking Parcel for the benefit of Grantee, and Grantee's respective heirs, personal representatives, successors and assigns anywhere within the area designated for parking on the Parking Parcel as more particularly described as follows:

**ALL that part or parcel of ground, situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, shown and designated as "SHARED PARKING EASEMENT" (hereinafter referred to as "Shared Parking Easement Area") on the plat entitled "SHARED ACCESS PARKING EASEMENT ON THE LANDS OF SCHULZ ASSOCIATES, LLLP", prepared by Davis, Moore, Shearon & Associates, LLC, dated June, 2020, and attached hereto and incorporated herein as Exhibit A (the "Plat").**

**TOGETHER with an easement for ingress and egress to and from the Shared Parking Easement Area over and across the Parking Parcel for access to and use of the Shared Parking Easement Area.**

This Shared Parking Easement Area is established subject to the following terms and conditions:

1. The Grantor hereby creates for the benefit of the Grantee, a non-exclusive easement in common, in, upon, over, across and through all that portion of the Shared Parking Easement Area for purposes of providing 22 parking spaces to be used by Grantee, and Grantees guests, invitees and associates in common with Grantor.
2. The easement created hereunder shall be perpetual, shall run with the land and shall inure to the benefit of Grantor and Grantee, their respective mortgages, heirs, personal representatives, successors and assigns.

3. Grantee, and their respective agents, designees, invitees, guests, associates, successors and assigns shall have the non-exclusive right to use the Shared Parking Easement Area for vehicular parking only (no vehicle storage whatsoever shall be permitted). No act shall be performed by Grantee or Grantee's tenants, guests, invitees, or associates which would in any way affect or jeopardize the free and continuous use and enjoyment of the Grantor or Grantor's tenants, guests, invitees or associates in, on, across, to or through the Shared Parking Easement Area.

4. No improvements, including without limitation curb, sidewalks, travel lanes, median strips, concrete pads, slabs or other similar type obstructions or other improvements shall be constructed within the Shared Parking Easement Area, without the express written consent of Grantor.

5. Maintenance of the Shared Parking Easement Area including landscaping, cleaning, clearing of snow and ice, repair, replacement, casualty insuring and lighting, and the maintenance, repair, resurfacing, resealing or patching of the Shared Parking Easement Area shall be conducted by Grantee and the proportionate costs and expenses shall be borne solely by Grantee, excepting only maintenance, construction, reconstruction or other damage caused by Grantor's or Grantor's invitees, guests, or associates gross negligence.

6. Grantor and Grantee agree to indemnify the other against all liability for injury to themselves or damage to their property or the property or person of either's guests, invitees and associates when such injury or damage results from, arises out of, or is attributable to any use, repair, or maintenance of the Shared Parking Easement Area.

7. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision of this Deed of Easement. No determination by any court, governmental or administrative entity or otherwise that any provision of this Deed of Easement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision of this Deed of Easement, or (b) such provision in any circumstance not controlled by such determination.

8. The captions contained in this Deed of Easement are for convenience only and are not a part of this Deed of Easement and are not intended in any way to limit or enlarge the terms and provisions of this Deed of Easement. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.

9. This Deed of Easement shall be construed, and the rights and obligations of parties hereunder will be determined, in accordance with the laws of the State of Maryland by a court of competent jurisdiction in Queen Anne's County, Maryland.

10. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. No failure on the part of the Grantors or the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof, nor shall such failure affect the right of the Grantors or County to enforce same in the event of a subsequent breach or default.

11. The Grantors agree to make specific reference to this Deed of Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Access Easement Areas is conveyed.

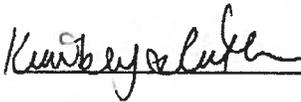
12. This Deed of Easement represents the entire agreement between the parties hereto with respect to the matters contained herein and cannot be amended or supplemented except by further written agreement signed by the parties.

13. This instrument shall supercede and replace the Prior Deed of Shared Parking which Prior Deed of Shared Parking is declared null, void and of no further force and effect.

TO HAVE AND TO HOLD the said easement unto the Schulz Development, LLC, a limited liability company, its successors and assigns, forever, for the uses and purposes herein before described.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

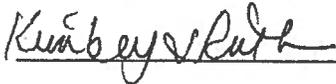
  
\_\_\_\_\_

GRANTOR:

SCHULZ ASSOCIATES, LLLP  
a Maryland limited liability partnership

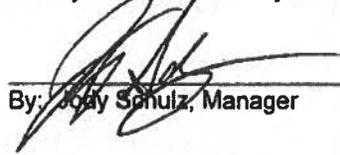
  
By: Andrew A. Schulz, General Partner (SEAL)

WITNESS:

  
\_\_\_\_\_

GRANTEE:

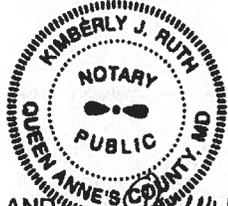
KENT NARROWS ENTERPRISES, LLC  
a Maryland limited liability company

  
By: Joey Schulz, Manager (SEAL)

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Jody Schulz who acknowledged himself to be the Manager of Kent Narrows Enterprises, LLC a Maryland limited liability company, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such manager.

WITNESS my hand and Notarial Seal.

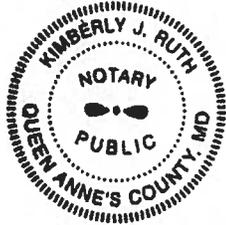


Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Andrew A. Schulz who acknowledged himself to be the General Partner of Schulz Associates, LLLP a Maryland limited liability partnership, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such manager.

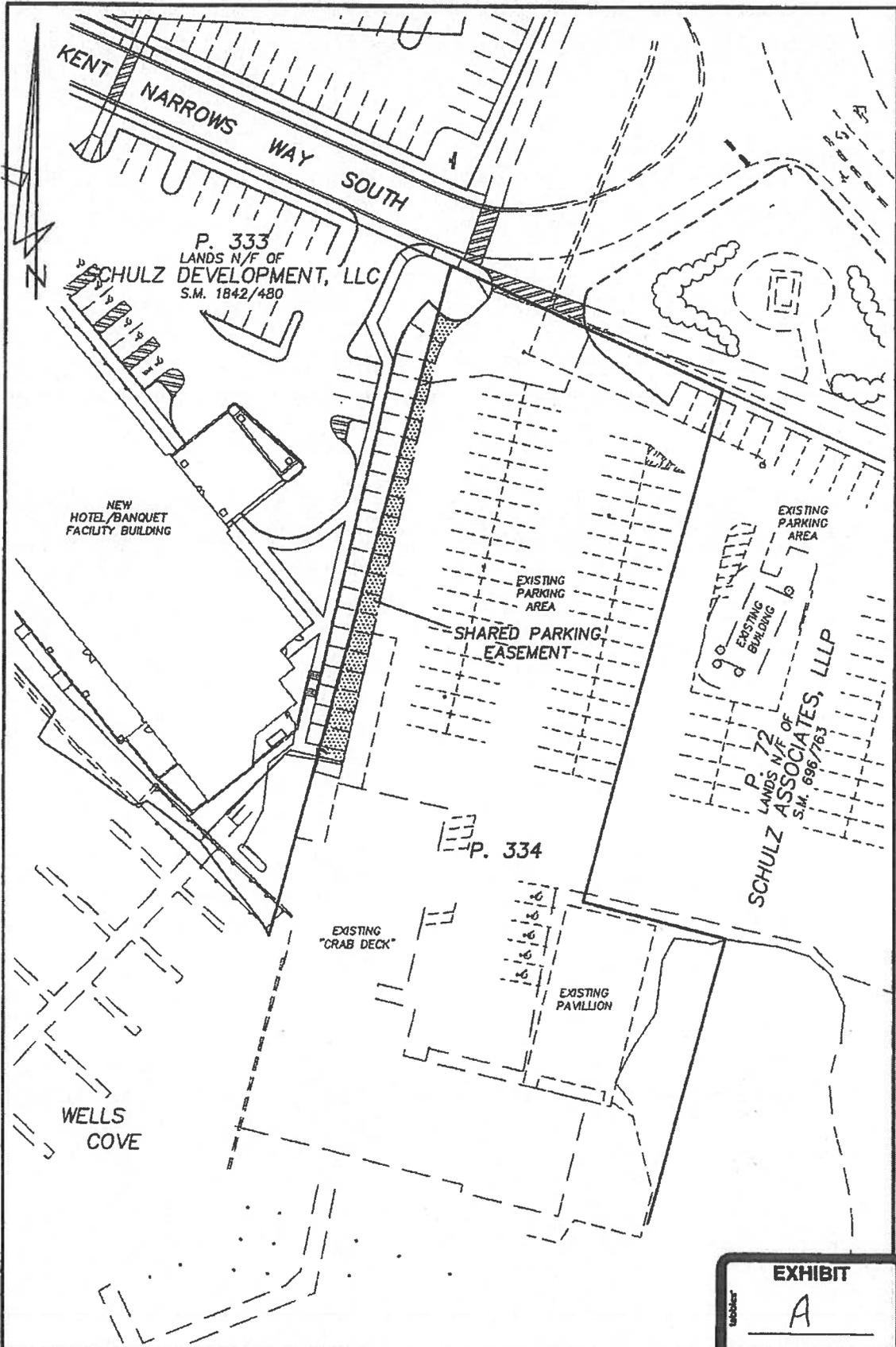
WITNESS my hand and Notarial Seal.



Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Patrick E. Thompson  
Patrick E. Thompson



**EXHIBIT**  
 A

SHARED ACCESS PARKING EASEMENT  
 ON THE LANDS OF  
**SCHULZ ASSOCIATES, LLLP**  
 FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
 PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
 ENGINEERED, DRAFTING/DESIGN,  
 ENVIRONMENTAL SERVICES & SURVEYING  
 P.O. BOX 86  
 CENTREVILLE, MARYLAND 21037  
 PHONE : 1-443-282-8130  
 FAX : 1-443-282-8148

DRAWN BY J. MOORE  
 SCALE 1" = 50'  
 DATE JUNE '20  
 JOB No. 2003034  
 FOLDER \_\_\_\_\_

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**THIS AMENDED AND RESTATED GRANT OF EASEMENT AND AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body corporate and politic of the State of Maryland, party of the first part, "Grantor" and KENT NARROWS ENTERPRISES, LLC, a limited liability company of the State of Delaware, party of the second part, "Grantee".**

**WHEREAS, the Grantor heretofore granted and conveyed an easement to Schulz Development, LLC dated October 14, 2014 and recorded in Liber S.M. No. 2338, folio 30 of the Land Records of Queen Anne's County, Maryland (the "Prior Easement");**

**AND WHEREAS, this Amended and Restated Grant of Easement and Agreement is intended to replace and supersede the Prior Easement, which Prior Easement is declared null, void and of no further force and effect.**

**WITNESSETH, that for and in consideration of the sum of Zero Dollars (\$0.00) but other good and valuable considerations, the receipt of which is hereby acknowledged, the party of the first part, Grantor, does hereby grant and convey unto the party of the second part, Grantee, its successors and assigns a permanent easement for ingress and egress and for all lawful purposes including use as public parking over, along and across a portion of Grantors' property described as follows:**

**ALL that parcel or strip of land situate, lying and being in the Fifth Election District, Queen Anne's County and designated as "New Parking Easement within Q.A. County Right of Way, Area = 9.045 sq. ft. +/-" on a drawing by Davis, Moore, Shearon & Associates, LLC dated June, 2020 attached hereto as "Exhibit A" and incorporated herein.**

**TO HAVE AND TO HOLD the said easement above described and mentioned and hereby intended to be granted, unto and to the proper use and benefit of Kent Narrows Enterprises, LLC, its successors and assigns, forever.**

**AND the said party of the first part does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the easement hereby granted; that it will warrant specially the easement granted and that it will execute such further assurances of the same as may be requisite.**

**AND the parties hereto do further covenant and agree as follows:**

- 1. The Grantee may construct and will maintain public parking on the area described above.**

2. Such parking shall be constructed at the Grantee's sole expense consistent with any one or more site plans for development of Grantee's properties as may be approved by the Queen Anne's County Planning Commission.
3. Grantee shall have the right, consistent with the aforesaid site plan approval, to designate one or more portions of the right of way area to be used for entrances and/or exits and for ingress and/or egress to and from the Grantee's remaining property and such entrance and/or exit areas shall not be subject to this easement for public parking.
4. Grantee shall have the right to utilize the parking spaces created and to be constructed by Grantee hereunder to fulfill parking requirements in connection with any application by Grantee for site plan approval. In the event that such areas are not allowed to be counted as allowable parking in connection with any proposed site plan approval by the Queen Anne's County Planning Commission, or Grantee decides not to proceed with such site plan approval the Grantor shall have the unilateral right (but not the obligation) to void this agreement by filing a termination statement among the land records of Queen Anne's County, Maryland.
5. In the event Grantee shall actually construct parking spaces under this agreement, this Easement shall thereupon be binding, enforceable and non-terminable by Grantor, however, the Easement Area may be modified or realigned to be consistent with any amended site plan with regard to the Grantee's remaining property.
6. The Grantee shall be solely responsible for maintenance and control of the use of any public parking spaces created and/or constructed hereunder (so long as the Grantee does not unreasonably interfere with its use as public parking); and shall further be permitted to restrict or prohibit parking by other than passenger vehicles, including regulating and/or prohibiting parking of campers, recreational vehicles, tractor trailers, campers, boats or similar oversized vehicles.
7. The Grantor, for itself and its successors and assigns, reserves the right to grant other public or private licenses, easements and rights-of-way over, under, upon and across the easement area (described in Exhibit A), for the construction, maintenance and repair of sewer lines, water lines, electrical cables, telephone cables, gas lines, cables, utilities and underground conduits, provided such other uses do not obstruct or otherwise unreasonably impede the use and enjoyment of the easement area by the Grantee as intended herein. All activities of Grantor within the easement area shall be performed in a workmanlike manner and Grantor expressly covenants that any and all disturbances will, as soon as practical, be repaired and restored to a neat and usable condition.

WITNESS the hand and seal of the Grantor.

ATTEST:

THE COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
James J. Moran, President

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Jack N. Wilson, Jr.

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Stephen Wilson

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Philip L. Dumenil

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Christopher M. Corchiarino

GRANTOR

STATE OF MARYLAND, COUNT OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Moran, Jack N. Wilson, Jr., Stephen Wilson, Philip L. Dumenil, and Christopher M. Corchiarino, who acknowledged themselves to be THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, and that they, as such President and Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

KENT NARROWS ENTERPRISES, LLC

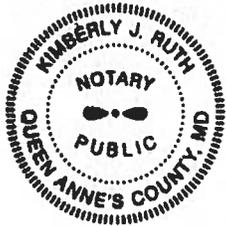
Kimberly J. Ruth

Jody J. Schulz  
By: Jody J. Schulz, Managing Member  
GRANTEE

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JODY J. SCHULZ, who acknowledged himself to be the Managing Member of KENT NARROWS ENTERPRISES, LLC, and that he, as such Managing Member, being authorized to do so, executed the same for the purposes therein contained; and further acknowledged that the actual consideration passing in this transaction is NONE.

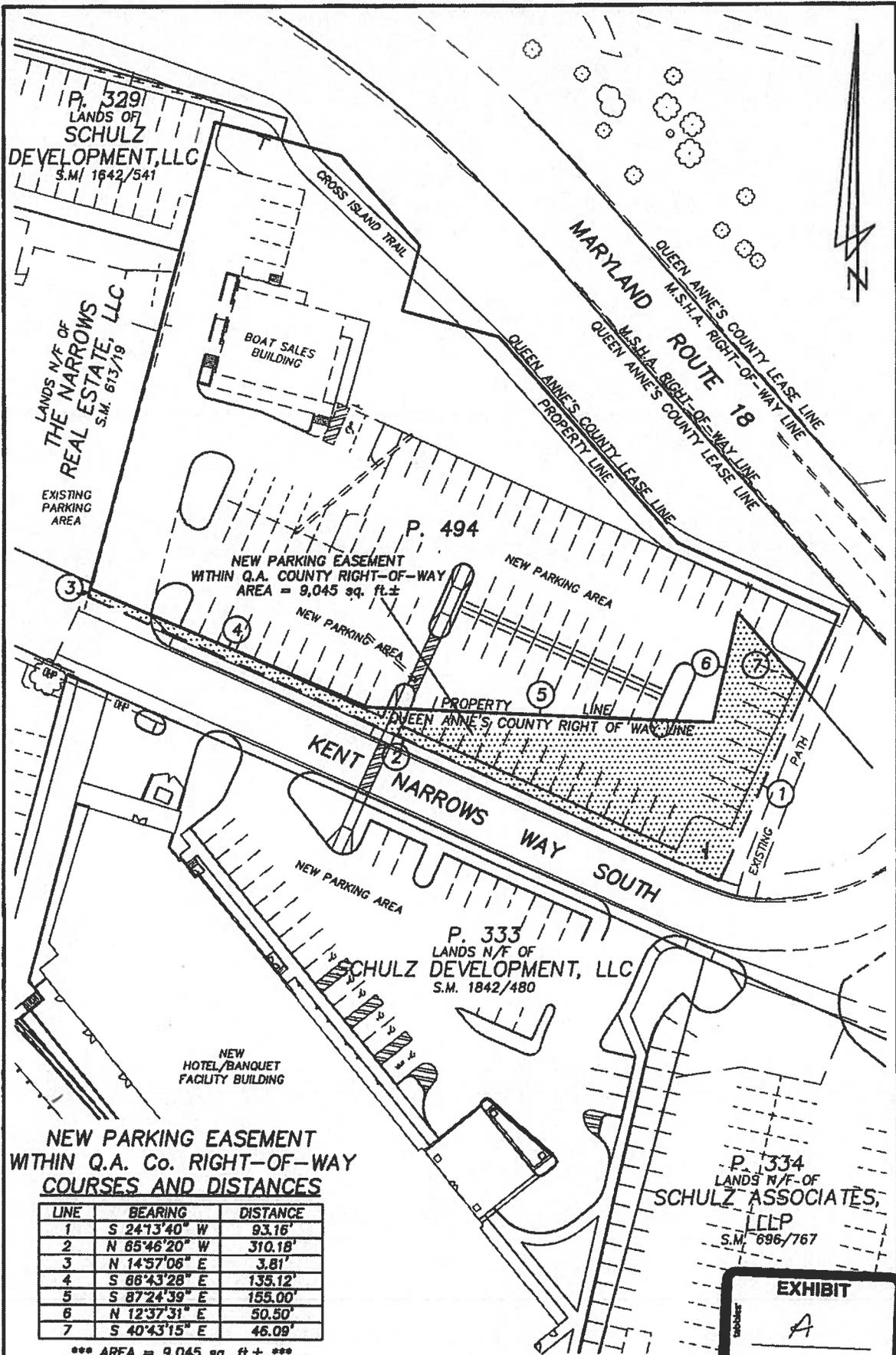
WITNESS my hand and notarial seal.



Kimberly J. Ruth  
Notary Public  
My Commission Expires: 8/15/22

This document was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Patrick E. Thompson  
Patrick E. Thompson



**NEW PARKING EASEMENT  
WITHIN Q.A. Co. RIGHT-OF-WAY  
COURSES AND DISTANCES**

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 24°13'40" W | 93.16'   |
| 2    | N 85°46'20" W | 310.18'  |
| 3    | N 14°57'06" E | 3.81'    |
| 4    | S 66°43'28" E | 135.12'  |
| 5    | S 87°24'39" E | 155.00'  |
| 6    | N 12°37'31" E | 50.50'   |
| 7    | S 40°43'15" E | 46.09'   |

\*\*\* AREA = 9,045 sq. ft. ± \*\*\*

**SHARED PARKING EASEMENT**  
ON THE LANDS OF  
**THE COUNTY COMMISSIONERS OF QUEEN ANNES' COUNTY**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21017  
PHONE : 1-443-283-9130  
FAX : 1-443-282-9148

**EXHIBIT**  
A

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

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NO TITLE EXAMINATION  
NO CONSIDERATION

AMENDED AND RESTATED  
DEED OF PEDESTRIAN PATH EASEMENT

THIS DEED OF PEDESTRIAN PATH EASEMENT (hereinafter "Deed of Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between KENT NARROWS ENTERPRISES, LLC, a Delaware limited liability company, SCHULZ DEVELOPMENT, LLC, a limited liability company, and SCHULZ ASSOCIATES, LLLP, a limited liability limited partnership, hereinafter referred to as "Grantors", party of the first part, and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body politic of the State of Maryland, hereinafter referred to as "Grantee" or "County", party of the second part.

RECITALS

WHEREAS, this instrument is intended to amend and replace a prior Deed of Pedestrian Easement dated June-30, 2015 and recorded among the Land Records of Queen Anne's County in Liber S.M. No. 2438, folio 393; and

WHEREAS, the Grantors do hereby offer all the herein described easement and by this deed do grant and convey said easement unto the Grantee; and

WHEREAS, by virtue of deeds dated February 3, 2009 and October 24, 2006 and recorded among the Land Records of Queen Anne's County at Liber No. 1842, folio 480 and Liber No. 1616, folio 259, respectively, Schulz Development, LLC and Schulz Associates, LLLP are the owners of certain parcels of land situated in the Fifth Election District of Queen Anne's County, State of Maryland; and

WHEREAS, by virtue of a deed dated \_\_\_\_\_, 2020, and recorded in the Land Records of Queen Anne's County, Maryland in Liber No. \_\_\_\_\_, folio \_\_\_\_\_. Kent Narrows Enterprises, LLC is the owner of a certain parcel of land also situated in the Fifth Election District of Queen Anne's County, Maryland (hereinafter, the property belonging to the other Grantors and the property described herein is collectively referred to as "the Property"); and

WHEREAS, the Property is proposed to be developed by adding a hotel, banquet center and associated parking as set forth and shown most recently on the site plans (#SP-19-07-0028) entitled "OVERALL SITE PLAN SHOWING THE LANDS OF SCHULS DEVELOPMENT, LLC & SCHULZ ASSOCIATES, LLLP", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, which plans, together with all subsequent amendments and revisions thereto duly approved by all property governmental authority are on file with the Queen Anne's County Department of Planning and Zoning; and

WHEREAS, Grantors have elected to designate a portion of the Property, as referenced and identified herein, for the purpose of allowing the County access to certain sidewalks and walkways for the use and enjoyment of the public, over the subject areas as described herein; and

WHEREAS, as a condition of the approval of the planned construction and Development, Grantors have submitted and the County has approved this Deed of Easement pertaining to the areas more particularly shown and designated on a plat entitled "PEDESTRIAN ACCESS EASEMENTS ON THE LANDS OF KENT NARROWS ENTERPRISES, LLC," "PEDESTRIAN EASEMENT ON THE LANDS OF SCHULZ ASSOCIATES, LLLP" and two plats entitled "PEDESTRIAN EASEMENT ON THE LANDS OF SCHULZ DEVELOPMENT, LLC", and prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, dated June, 2020 and attached hereto as Exhibit A, 1 - 4 (hereinafter collectively, the "Plat"); and

WHEREAS, this Deed of Easement is to ensure permanent use of, access to, and enjoyment of the sidewalks as described herein for the purpose of passive recreational activities; and

WHEREAS, these recitals are not merely prefatory but form a part of this Deed of Easement.

#### GRANT AND AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the covenants and promises contained herein, for and in consideration of the sum of zero (\$0.00) dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the County, its successors and assigns, a non-exclusive pedestrian path use and enjoyment easement, of the nature and character and to the extent hereinafter set forth in, on, over, through and across the areas more particularly described as follows:

**ALL those parts or parcels of land, situate, lying and being in the Fifth Election District, Queen Anne's County, Maryland shown and designated as "5' Wide Pedestrian Access Easement Area #1 = 0.017 ac.± (726 sq. ft.±)" "Varying Width Pedestrian Access Easement Area #2 = 0.004 ac.± (171 sq. ft.±)" and "Varying Width Pedestrian Access Easement Area #3 = 0.167 ac.± (7,226 sq. ft.±)", "Varying Width Pedestrian Easement #1 Area = 0.033 ac.± (1,438 sq. ft.±)", "Varying Width Pedestrian Access Easement #2, Area = 0.018 ac.± (799 sq. ft.±)" "Varying Width Pedestrian Access Easement #1, Area = 0.003 ac.± (126 sq. ft.±)", "Varying Width Pedestrian Easement #2, Area = 0.007 ac.± (314 sq. ft.±)" and "5' Wide Pedestrian Access Easement Area, Area = 59 sq. ft.±"**

(hereinafter collectively referred to as "Access Easement Areas") as shown on plats entitled "Pedestrian Access Easements on the Lands of Kent Narrows Enterprises, LLC", "Pedestrian Easement on the Lands of Schulz Development, LLC" and "Pedestrian Easement on the Lands of Schulz Associates, LLLP" prepared by Davis, Moore, Shearon & Associates, LLC dated June, 2020 and attached hereto and incorporated herein as Exhibit A, 1-4 (the "Plat").

1. This Amended and Restated Deed of Pedestrian Easement shall replace and supercede the Deed of Pedestrian Path Easement dated June 30, 2015 and recorded in Liber S.M. No. 2438, folio 393, which easement shall be null, void and no further force or effect.

2. This non-exclusive easement is created for the sole purpose of providing a means of pedestrian ingress and egress over the Access Easement Areas. The Access Easement Areas shall not be used by the Grantee for any other purpose except as a public use, pedestrian recreational pathway.

3. Grantee agrees to indemnify and hold harmless Grantors, and any and all of Grantors' successors and assigns, from any and all liability, claims, losses, damages, expenses, fees (including reasonable attorney fees), costs, settlements and judgments directly or indirectly arising out of, or relating to the use of the Access Easement Areas by the Grantee.

4. Grantors, for themselves, their successors and assigns, hereby reserve all rights not otherwise expressly restricted herein, including without limitation the right to use, and construct improvements over, under, upon and across the Access Easement Areas for all lawful purposes, including but not limited to, the right to use and improve the Access Easement Areas at such locations and in such a manner as the Grantor deems necessary, provided that any such use and improvement of the Access Easement Areas by any Grantor shall not unreasonably interfere with the use of the Access Easement Areas as a pedestrian recreational pathway. Notwithstanding the foregoing, no roadway(s) built by Grantors across the Access Easement Areas shall be deemed to unreasonably interfere with the use of the Access Easement Areas. Grantors, by commencing the installation of facilities or construction of improvements in, on or over the Access Easement Areas, covenant for themselves and their successors and assigns that, following the completion of any of their work in, on or over the Access Easement Areas, Grantors or Grantors' successors and assigns shall restore the surface thereof to the substantially same condition existing immediately prior to the commencement of such work. Grantors shall be solely responsible for the maintenance of all facilities installed by Grantors in, on or over the Access Easement Areas.

5. The Grantors, for themselves, successors and assigns, reserves the right to grant other public or private licenses, easements and rights-of-way over, under, upon

and across the Access Easement Areas, for all lawful purpose(s), including but not limited to, the construction, maintenance and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables and underground conduits, provided such other uses within the Access Easement Areas do not obstruct or otherwise unreasonably impede the use and enjoyment of the Access Easement Areas by the general public as intended, and are consistent with all conditions of approval and recorded easements relating to the development of the Property. All activities of Grantors within the Access Easement Areas shall be performed in a workmanlike manner and Grantors expressly covenant that any and all disturbances to the Access Easement Areas shall, as soon as reasonably practical, be repaired and restored to a neat and usable condition.

6. All improvement(s) and/or alterations made to the Access Easement Areas by the Grantee shall be subject to the written approval of the Grantors, which approval shall not be unreasonably withheld.

7. The Grantee shall at all times, and at Grantee's sole cost, maintain the Easement Area in a neat, clean and safe condition, removing all trash and debris, and Grantee shall be responsible for policing the Easement Area at such times and at such intervals as Grantee deems, in its sole and absolute discretion, to be reasonably necessary. Grantee shall have the right to promulgate rules and regulations for the reasonable use of the Access Easement Areas by the public, provided the Access Easement Areas are used only for the purposes stated herein. However, access to the Access Easement Areas by the general public shall be restricted to daylight hours only, except for policing purposes, which policing activities may occur at any hour.

8. Upon any breach of the terms of this Deed of Easement, and in light of the parties' acknowledgment that a breach of this Deed of Easement may result in irreparable harm or damage to the non-breaching party for which the non-breaching party will not have an adequate remedy at law, the County and/or Grantors may exercise and and/or all of the remedies available in law or in equity. If either the County or Grantors are found by a court of competent jurisdiction to have breached any of its obligations under this Deed of Easement, the breaching party shall reimburse the non-breaching party for any costs and expenses incurred, including consultant's fees, court costs and reasonable attorney's fees as determined by the court.

9. This Deed of Easement does not grant the public, in general, any right of access or any right to the use of the other areas associated with, owned by, or a part of the land of Grantors which is not herein designated Access Easement Area or subject to this Deed of Easement. This easement extends only to those areas designated as Access Easement Areas and necessary access thereto. Except as specifically provided herein, this Deed of Easement shall not be construed as a dedication to general public use or as an acceptance for maintenance of any Access Easement Areas by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Access Easement Areas.

10. Grantee is prohibited from assigning any of its rights or obligations under this Deed of Pedestrian Path Easement.

11. The Grantors further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the Access Easement Areas, and all portions thereof, and shall bind the Grantors, their successors and assigns, and shall bind all present and subsequent owners of the Property.

12. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision of this Deed of Easement. No determination by any court, governmental or administrative entity or otherwise that any provision of this Deed of Easement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision of this Deed of Easement, or (b) such provision in any circumstance not controlled by such determination.

13. The captions contained in this Deed of Easement are for convenience only and are not a part of this Deed of Easement and are not intended in any way to limit or enlarge the terms and provisions of this Deed of Easement. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.

14. This Deed of Easement shall be construed, and the rights and obligations of parties hereunder will be determined, in accordance with the laws of the State of Maryland by a court of competent jurisdiction in Queen Anne's County, Maryland.

15. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. No failure on the part of the Grantors or the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof, nor shall such failure affect the right of the Grantors or County to enforce same in the event of a subsequent breach or default.

16. The Grantors agree to make specific reference to this Deed of Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Access Easement Areas is conveyed.

17. This Deed of Easement represents the entire agreement between the parties hereto with respect to the matters contained herein and cannot be amended or supplemented except by further written agreement signed by the parties.

TO HAVE AND TO HOLD the said easement unto the County Commissioners of Queen Anne's County, a body politic of the State of Maryland, its successors and assigns, forever, for the uses and purposes herein before described.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

Kimberly Ruth

KENT NARROWS ENTERPRISES, LLC  
a Maryland limited liability company

Jody Schulz (SEAL)  
By: Jody Schulz, Manager

WITNESS:

Kimberly Ruth

SCHULZ DEVELOPMENT, LLC  
a Maryland limited liability company

Jody Schulz (SEAL)  
By: Jody Schulz, Managing Member

WITNESS:

Kimberly Ruth

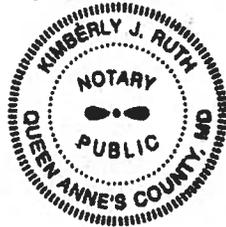
SCHULZ ASSOCIATES, LLLP  
a Maryland limited liability partnership

Andrew A. Schulz (SEAL)  
By: Andrew A. Schulz  
General Partner

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Jody Schulz who acknowledged himself to be the Manager of Kent Narrows Enterprises, LLC a Maryland limited liability company, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such manager.

WITNESS my hand and Notarial Seal.

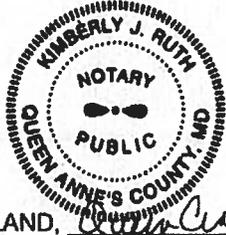


Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Jody Schulz who acknowledged himself to be the Managing Member of Schulz Development, LLC a Maryland limited liability company, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such manager.

WITNESS my hand and Notarial Seal.

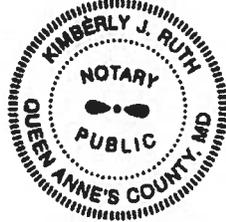


Kimberly J. Ruth  
Notary Public  
My Commission Expires: 8/15/22

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Andrew A. Schulz who acknowledged himself to be the General Partner of Schulz Associates, LLLP a Maryland limited liability partnership, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such partner.

WITNESS my hand and Notarial Seal.



Kimberly J. Ruth  
Notary Public  
My Commission Expires: 8/15/22

This Deed of Easement is accepted by the County Commissioners of Queen Anne's County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS:

COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
James J. Moran, President  
\_\_\_\_\_(SEAL)  
Jack N. Wilson, Jr.  
\_\_\_\_\_(SEAL)  
Stephen Wilson  
\_\_\_\_\_(SEAL)  
Philip L. Dumenil  
\_\_\_\_\_(SEAL)  
Christopher M. Corchiarino

STATE OF MARYLAND, COUNT OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Moran, Jack N. Wilson, Jr., Stephen Wilson, Philip L. Dumenil, and Christopher M. Corchiarino of the COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, and that they as such President and Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

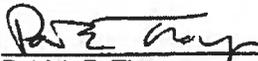
WITNESS my hand and Notarial Seal.

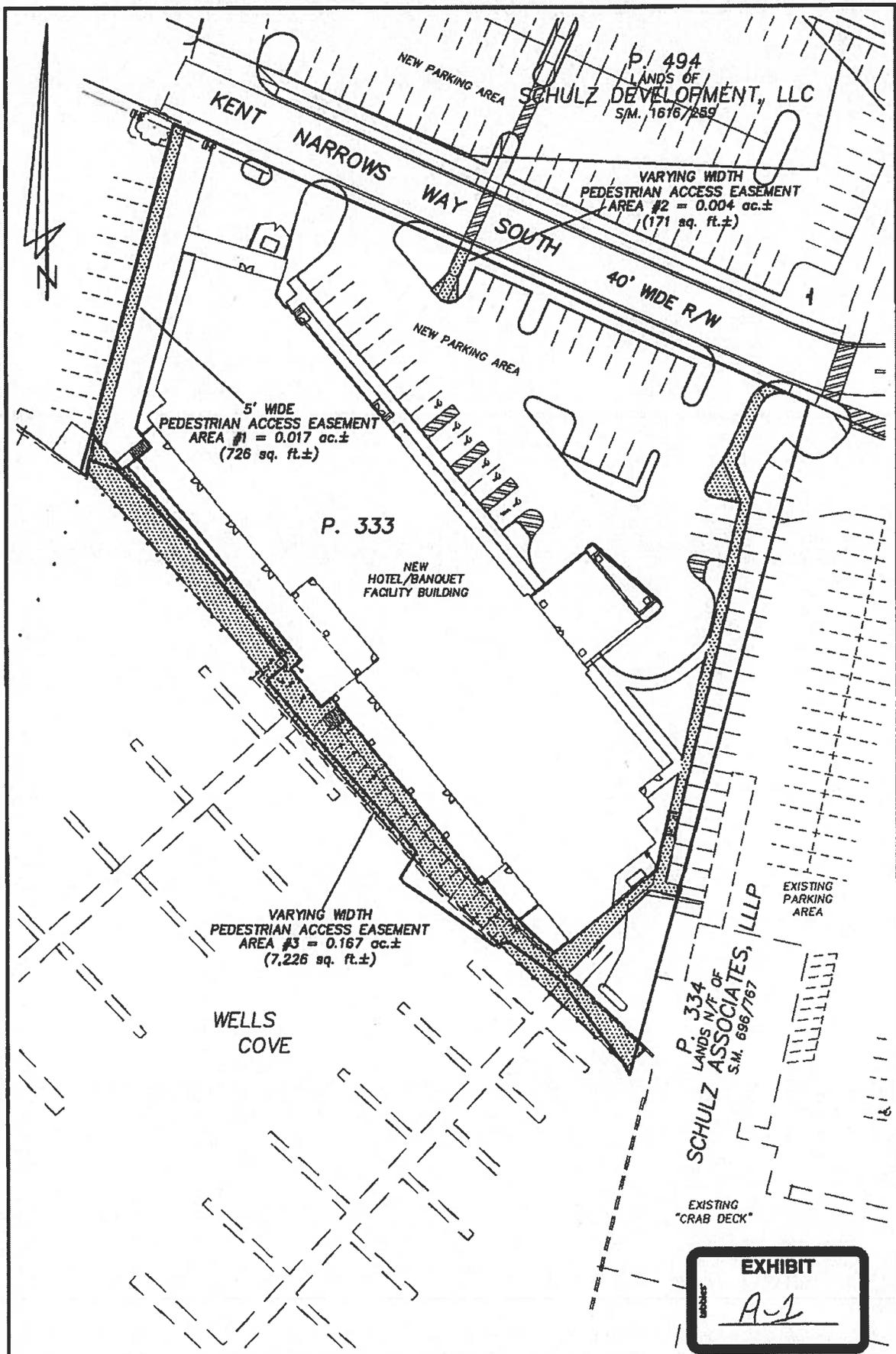
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Christopher F. Drummond, Esquire  
Attorney for Queen Anne's County

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

  
\_\_\_\_\_  
Patrick E. Thompson



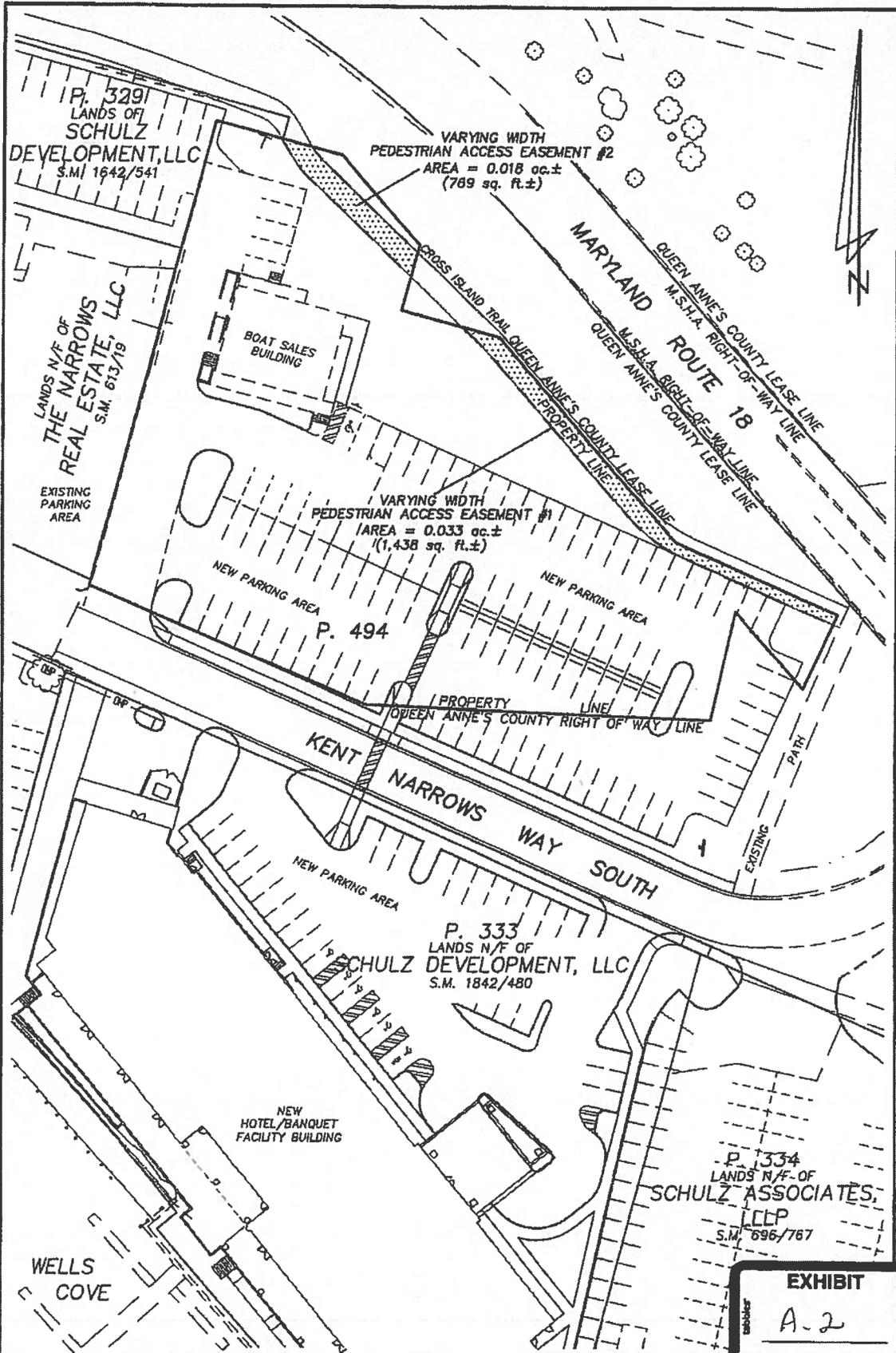
PEDESTRIAN ACCESS EASEMENTS  
 ON THE LANDS OF  
**KENT NARROWS ENTERPRISES, LLC**  
 FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
 PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
 ENGINEERING, DRAFTING/DESIGN,  
 ENVIRONMENTAL SERVICES & SURVEYING  
 P.O. BOX 80  
 CENTREVILLE, MARYLAND 21117  
 PHONE : 1-443-282-9130  
 FAX : 1-443-282-9148

DRAWN BY J. MOORE  
 SCALE 1" = 50'  
 DATE JUNE '20  
 JOB No. 2003034  
 FOLDER \_\_\_\_\_

**EXHIBIT**  
A-1

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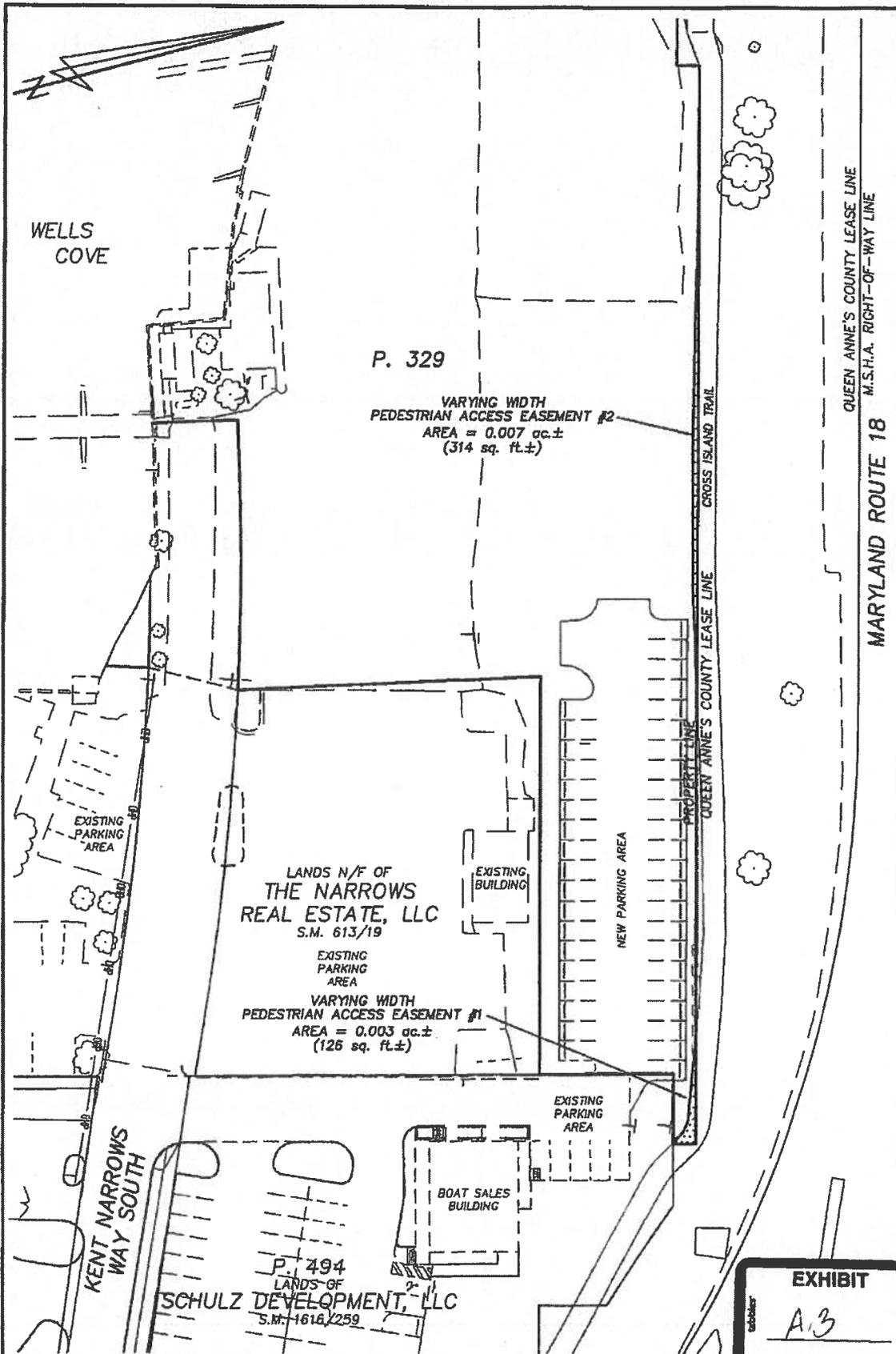
**EXHIBIT**  
A-2

PEDESTRIAN EASEMENT  
ON THE LANDS OF  
**SCHULZ DEVELOPMENT, LLC**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21117  
PHONE : 1-443-282-0130  
FAX : 1-443-282-0148

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

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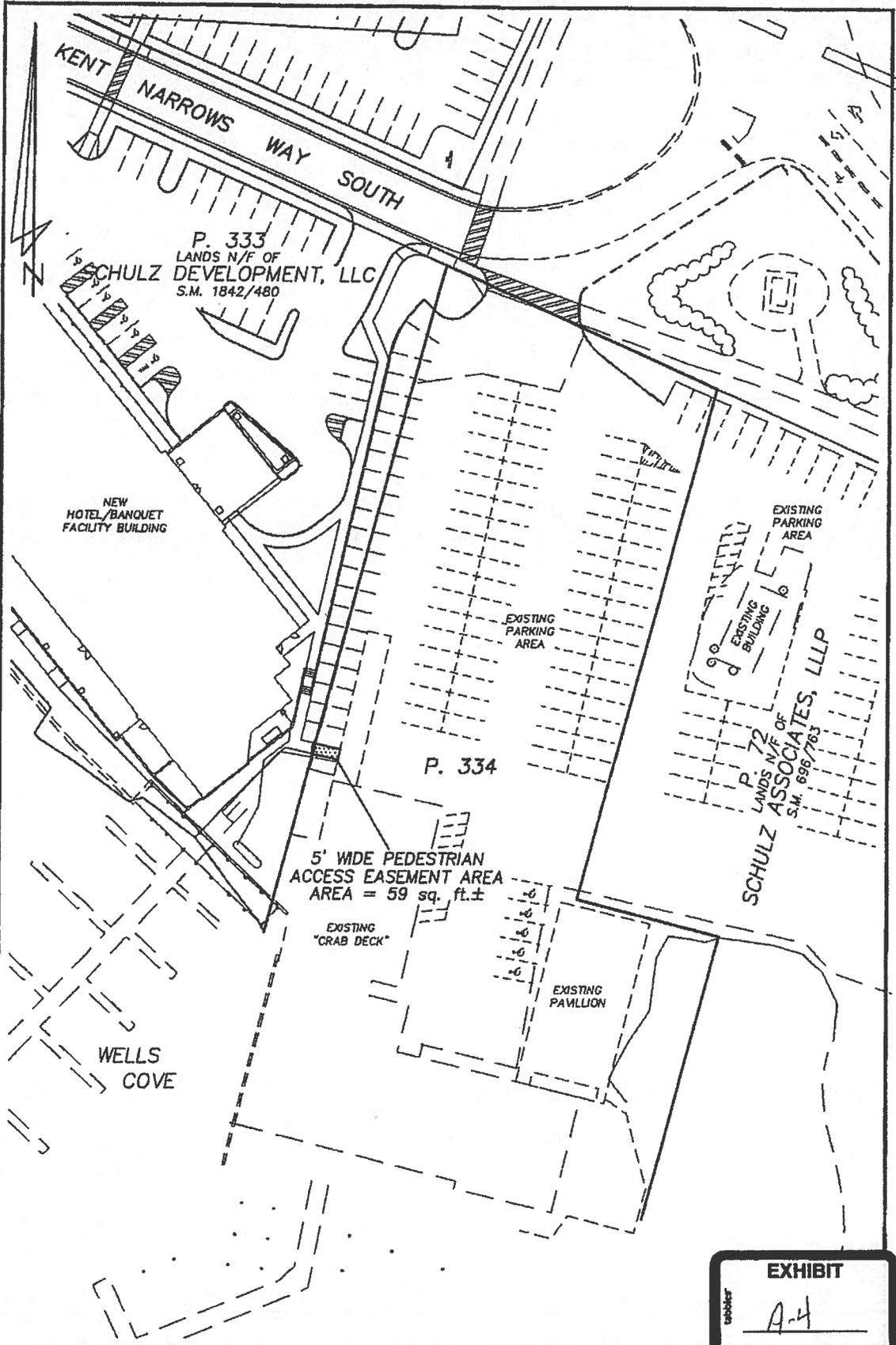
**EXHIBIT**  
A.3

|   |
|---|
| PEDESTRIAN EASEMENT                           |
| ON THE LANDS OF                               |
| <b>SCHULZ DEVELOPMENT, LLC</b>                |
| FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND |
| PREPARED FOR : SCHULZ DEVELOPMENT, LLC        |

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
 ENGINEERING, DRAFTING/DESIGN,  
 ENVIRONMENTAL SERVICES & SURVEYING  
 P.O. Box 50  
 CENTREVILLE, MARYLAND 20617  
 PHONE : 1-443-252-8130  
 FAX : 1-443-282-8148

|          |          |
|----------|----------|
| DRAWN BY | J. MOORE |
| SCALE    | 1" = 50' |
| DATE     | JUNE '20 |
| JOB No.  | 2003034  |
| FOLDER   |          |

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**EXHIBIT**  
 number A-4

PEDESTRIAN EASEMENT  
 ON THE LANDS OF  
**SCHULZ ASSOCIATES, LLLP**  
 FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
 PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
 ENGINEERING, DRAFTING/DESIGN,  
 ENVIRONMENTAL SERVICES & SURVEYING  
 P.O. BOX 83  
 CENTREVILLE, MARYLAND 21817  
 PHONE : 1-443-282-9130  
 FAX : 1-443-282-9140

DRAWN BY J. MOORE  
 SCALE 1" = 50'  
 DATE JUNE '20  
 JOB No. 2003034  
 FOLDER \_\_\_\_\_

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TITLE NOT EXAMINED  
NO CONSIDERATION

**DEED OF STORMWATER MANAGEMENT AND  
DRAINAGE EASEMENT**

This DEED OF STORMWATER MANAGEMENT AND DRAINAGE EASEMENT ("Deed of Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between KENT NARROWS ENTERPRISES, LLC, a Delaware limited liability company, SCHULZ ASSOCIATES, LLLP, and THE NARROWS REAL ESTATE, LLC, parties of the first part, "GRANTOR", and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body corporate and politic of the State of Maryland, party of the second part, "GRANTEE".

**RECITALS**

WHEREAS, by virtue of a deed dated \_\_\_\_\_, 2020 and recorded among the Land Records of Queen Anne's County at Liber No. \_\_\_\_\_, folio \_\_\_\_\_, KENT NARROWS ENTERPRISES, LLC is the owner of a certain parcel of land, situated in the Fifth Election District of Queen Anne's County, State of Maryland (hereinafter "the Property"); and

WHEREAS, the Property is proposed to be developed by adding a hotel, banquet center and associated parking as set forth and shown most recently on the site plans (#SP-19-07-0028) entitled "OVERALL SITE PLAN SHOWING THE LANDS OF SCHULZ DEVELOPMENT, LLC & SCHULZ ASSOCIATES, LLLP", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, which plans, together with all subsequent amendments and revisions thereto duly approved by all property governmental authority are on file with the Queen Anne's County Department of Planning and Zoning; and

WHEREAS, Schulz Associates, LLLP and The Narrows Real Estate, LLC are the owners of adjoining parcels of land to the Property and have agreed to the use of said adjacent parcels for stormwater management for the development of the Property; and

WHEREAS, the Grantor does hereby offer all the herein described easement and by this deed does convey said easement to the Grantee; and

WHEREAS, this Deed of Easement is made, executed, and delivered for the purpose of granting unto Grantee an easement for stormwater drainage in, over, under and through drainage facilities to be located on or beneath the lands of Grantor more particularly described hereinafter, and for purposes of maintaining said drainage facilities; and

WHEREAS, these recitals are not merely prefatory, but form a substantive part of this Deed of Easement.

## GRANT AND AGREEMENT

NOW THEREFORE, for and in consideration of the sum of Zero Dollars (\$0.00) but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent, non-exclusive easement for the purpose of management of stormwater drainage over, under and through the following described real estate, to wit:

**ALL those parts or parcels of land, situate, lying and being in the Fifth Election District, Queen Anne's County, Maryland, consisting of 2,428 square feet, more or less, as shown and designated as "Variable Width Stormwater Management Easement, Area = 2,428 sq. ft.±" on the plat entitled "Stormwater Management Easement on the Lands of Schulz Associates, LLLP" prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, dated June, 2020, said plat being attached hereto and incorporated herein as Exhibit A and also consisting of 2,878 square feet more or less, as shown and designated "Variable Width Stormwater Management Easement, Area = 2,217 sq. ft.±" on the plat entitled "Storm Drainage Easement on the Lands of Kent Narrows Enterprises, LLC & Narrows Real Estate, LLC" prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, dated June 2020, said plat being attached hereto and incorporated herein as Exhibit B.**

**TOGETHER with a "Perpetual Right to Discharge" as shown on Exhibit B.**

The Stormwater Management Easement Areas described herein as collectively referred to hereinafter as "Drainage Easement Area".

And this Easement is established and granted subject to the following terms, covenants, restrictions, reservations and conditions:

1. The Grantee shall have a permanent, non-exclusive access easement in the Drainage Easement Area for stormwater drainage and the reconstruction, maintenance, repair replacement, operation and inspection of stormwater drains to be located in, through and under the Drainage Easement Area, together with a right of ingress and egress onto all of the Drainage Easement Area at all times for the safe and proper operation, repair and maintenance thereof.

2. Kent Narrows Enterprises, LLC and Narrows Real Estate, LLC shall have joint use of the "Variable Width Stormwater Management Easement, Area = 2,217 sq. ft. ± as shown on Exhibit B. Kent Narrows Enterprises, LLC will be solely responsible for the construction and installation of the underground stormwater management facilities and Narrows Real Estate, LLC shall be permitted, at its expense, to connect to and utilize such underground stormwater management facilities and to collect and discharge stormwater from their property through such system.

3. Kent Narrows Enterprises, LLC, its successors and assigns, shall be responsible for maintenance and repairs of the stormwater management facilities to be constructed in the Drainage Easement Area. Narrows Real Estate, LLC, its successors and assigns, will be responsible for the construction and maintenance of any system connecting to the stormwater management facilities in the "Variable Width Stormwater Management Easement Area = 2,217 sq. ft. ± as shown on Exhibit B.

4. That the Grantor, for itself, its successors and assigns, hereby reserves the right to use the Drainage Easement Area for all lawful purposes and hereby reserve the right to grant other public or private licenses, easements and rights-of-way over, under, upon and across the Drainage Easement Area, for all lawful purpose(s), including but not limited to the constructions, maintenance and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables and underground conduits, so long as such use and grants do not unreasonably interfere with, conflict with or limit the rights granted to Grantee hereunder.

5. This grant and the agreements herein contained shall run with the land and inure to the benefit of the Grantor and Grantee, their successors, heirs and assigns, who shall be entitled to the benefits and advantages herein contained and be subject to the duties and obligations set forth above.

6. Grantee agrees to indemnify and hold harmless Grantor, and any and all of Grantor's successors and assigns, from any and all liability, claims, losses, damages, expenses, fees (including reasonable attorney fees), costs, settlements and judgments directly or indirectly arising out of, or relating to the use of the Drainage Easement Area by the Grantee.

7. The Grantor agrees to make specific reference to this Deed of Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Drainage Easement Area is conveyed.

8. Grantee is prohibited from assigning any of its rights or obligations under this Access Easement Areas.

9. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision of this Deed of Easement. No determination by any court, governmental or administrative entity or otherwise that any provision of this Deed of Easement or any amendment hereof is invalid or unenforceable

in any instance shall affect the validity or enforceability of (a) any other such provision of this Deed of Easement, or (b) such provision in any circumstance not controlled by such determination.

10. The captions contained in this Deed of Easement are for convenience only and are not a part of this Deed of Easement and are not intended in any way to limit or enlarge the terms and provisions of this Deed of Easement. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.

11. This Deed of Easement shall be construed, and the rights and obligations of parties hereunder will be determined, in accordance with the laws of the State of Maryland by a court of competent jurisdiction in Queen Anne's, Maryland.

12. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waive made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. No failure on the part of the Grantor or the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, conditions, or provision hereof, nor shall such failure affect the right of the Grantor or County to enforce same in the event of a subsequent breach or default.

TO HAVE AND TO HOLD the said easement above described and mentioned and hereby intended to be granted, unto and to the proper use and benefit of Grantee, forever.

AND the parties of the first part do hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the easement hereby granted and warrant that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

GRANTOR:

KENT NARROWS ENTERPRISES, LLC  
a Delaware limited liability company

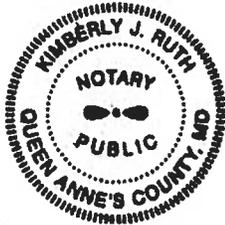
Kimberly Ruth

[Signature] (SEAL)  
By: Jody Schulz, Manager

STATE OF MARYLAND, Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared JODY SCHULZ who acknowledged himself to be the Managing Member of Schulz Development, LLC a Maryland limited liability company, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such manager.

WITNESS my hand and Notarial Seal.



Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

WITNESS:

Kimberly Ruth

GRANTOR:

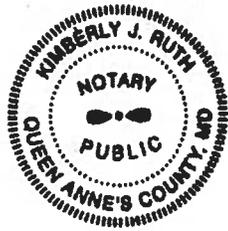
SCHULZ ASSOCIATES, LLLP  
a Maryland limited liability partnership

Andrew A. Schulz (SEAL)  
By: Andrew A. Schulz, General Partner

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared ANDREW A. SCHULZ who acknowledged himself to be the General Partner of Schulz Associates, LLLP, Maryland limited liability partnership, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such general partner.

WITNESS my hand and Notarial Seal.



Kimberly Ruth  
Notary Public  
My Commission Expires: 8/15/22

WITNESS:

GRANTOR:

THE NARROWS REAL ESTATE, LLC  
a Maryland limited liability company

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: \_\_\_\_\_, Authorized Member

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared \_\_\_\_\_ who acknowledged himself to be a Authorized Member of The Narrows Real Estate, LLC, Maryland limited liability company, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such authorized member.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Deed of Easement is accepted by the County Commissioners of Queen Anne's County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS:

GRANTEE:

COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
James J. Moran, President

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Jack N. Wilson, Jr.

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Stephen Wilson

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Philip L. Dumenil

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Christopher M. Corchiarino

STATE OF MARYLAND, COUNT OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Moran, Jack N. Wilson, Jr., Stephen Wilson, Philip L. Dumenil, and Christopher M. Corchiarino of the COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, and that they as such President and Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

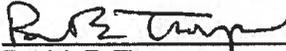
WITNESS my hand and Notarial Seal.

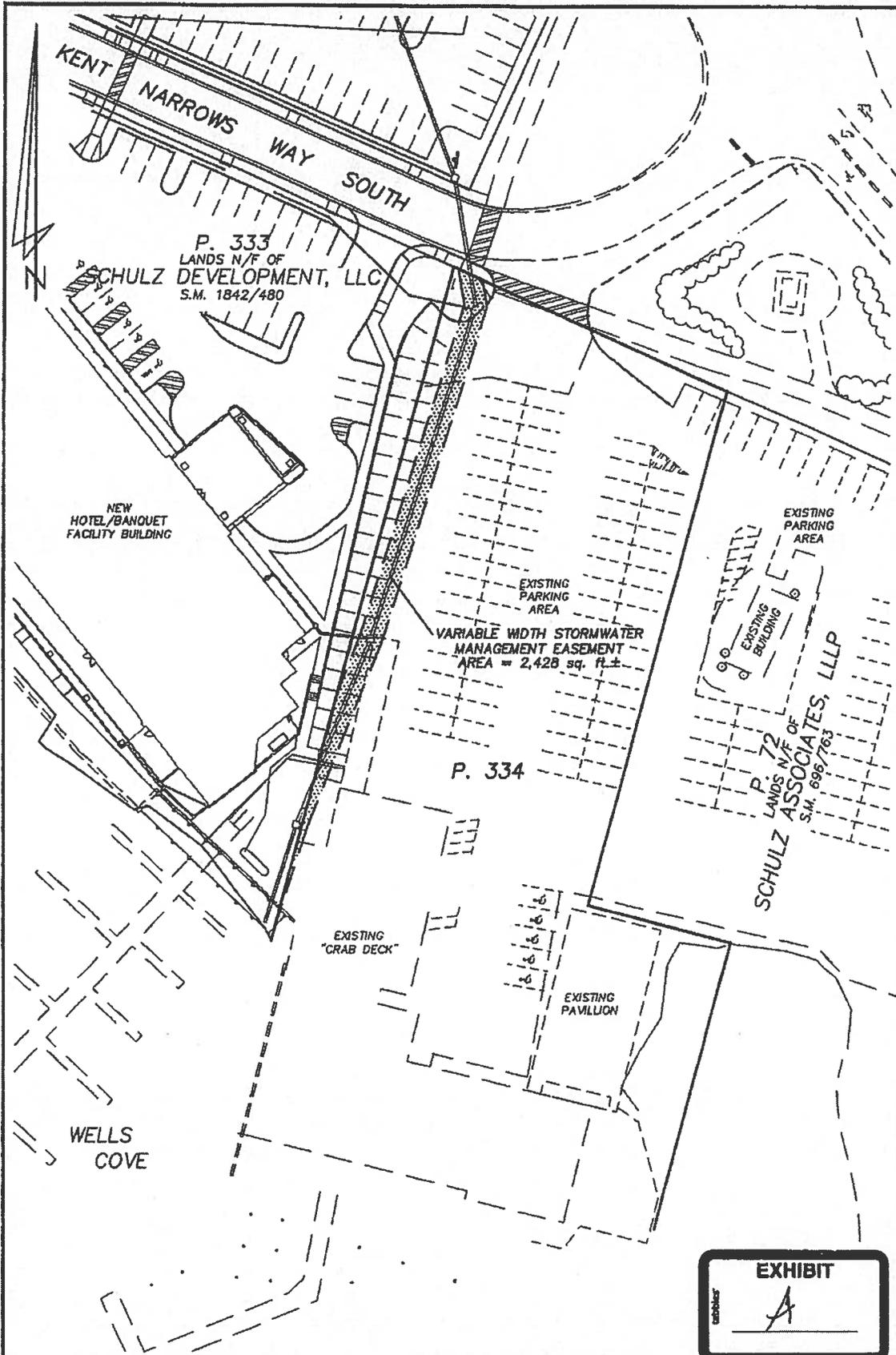
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Christopher F. Drummond, Esquire  
Attorney for Queen Anne's County

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

  
\_\_\_\_\_  
Patrick E. Thompson



**EXHIBIT**

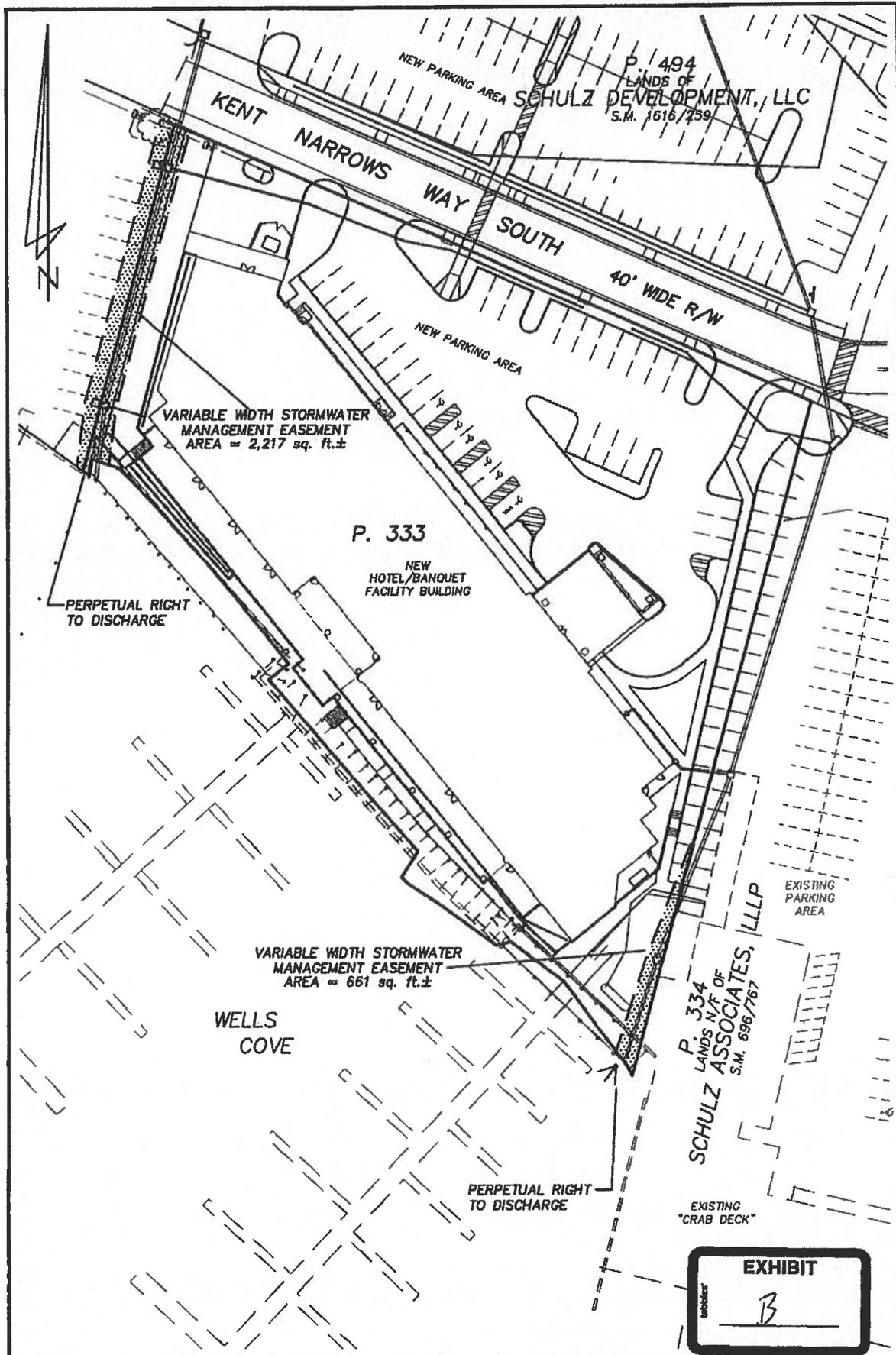
A

STORM DRAINAGE EASEMENT  
ON THE LANDS OF  
**SCHULZ ASSOCIATES, LLLP**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND  
PREPARED FOR : SCHULZ DEVELOPMENT, LLC

**DAVIS, MOORE, SHEARON  
& ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21017  
PHONE : 1-410-283-8130  
FAX : 1-410-282-8148

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

Copyright © 2020, by DAVIS & ASSOCIATES, LLC



**EXHIBIT**  
B

STORM DRAINAGE EASEMENT  
ON THE LANDS OF  
**KENT NARROWS ENTERPRISES, LLC  
& NARROWS REAL ESTATE, LLC**  
FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

**DAVIS, MOORE, SHEARON  
& ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21617  
PHONE: 1-443-282-8130  
FAX: 1-443-282-8148

DRAWN BY J. MOORE  
SCALE 1" = 50'  
DATE JUNE '20  
JOB No. 2003034  
FOLDER \_\_\_\_\_

Copyright © 2010, by DMS & ASSOCIATES, LLC

THIS GRANT, made this 4<sup>th</sup> day of August, 2020, by and between **KENT NARROWS ENTERPRISES, LLC**, party of the first part, and the **COUNTY COMMISSIONERS of QUEEN ANNE'S COUNTY**, party of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), but other good and valuable considerations, the receipt of which is hereby acknowledged, the party of the first part, does hereby grant and convey unto the party of the second part, its successors and assigns, an easement as hereinafter described for the installation, maintenance, repair, operation and inspection of water and sewer equipment and lines, within said easements, together with the right of ingress and egress along, across, over and under said easements, for any and all such purposes. These easements are on the property designated as Tax Map 57, Parcel 333, Queen Anne's County, Maryland (Tax ID No. 1805004772). Said easements are shown on the attached exhibit entitled "Utility Easements on the Lands of Kent Narrows Enterprises, LLC", consisting of three easement areas containing an aggregate area of approximately 1345-ft<sup>2</sup>, as prepared by Davis, Moore, Shearon & Associates, LLC and dated June '20.

TO HAVE AND TO HOLD the said easement above described and mentioned, and hereby intended to be granted, unto and to the proper use of the party of the second part, its successors and assigns, forever.

AND the party of the second part, as a condition of the granting of this easement, shall be responsible for the repair and restoration of the property to its original condition following any disturbance to the easement area in connection with any work performed hereunder.

AND the said party of the first part does hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the easement hereby granted; that they will warrant specially the easement granted and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the Grantor.

KENT NARROWS ENTERPRISES,  
LLC

WITNESS *Kimberly J. Ruth*  
(Print) Kimberly J. Ruth

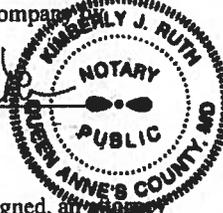
as to *Jody J. Schulz*  
Jody J. Schulz, Manager

STATE OF MARYLAND, COUNTY OF Queen Anne's, to wit:

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jody J. Schulz, who acknowledged himself to be the Manager of Kent Narrows Enterprises, LLC, being authorized to do so, executed the foregoing for the purposes therein contained, by signing the name of the limited liability company himself as Authorized Member.

AS WITNESS my hand and Notarial Seal. *Kimberly J. Ruth*

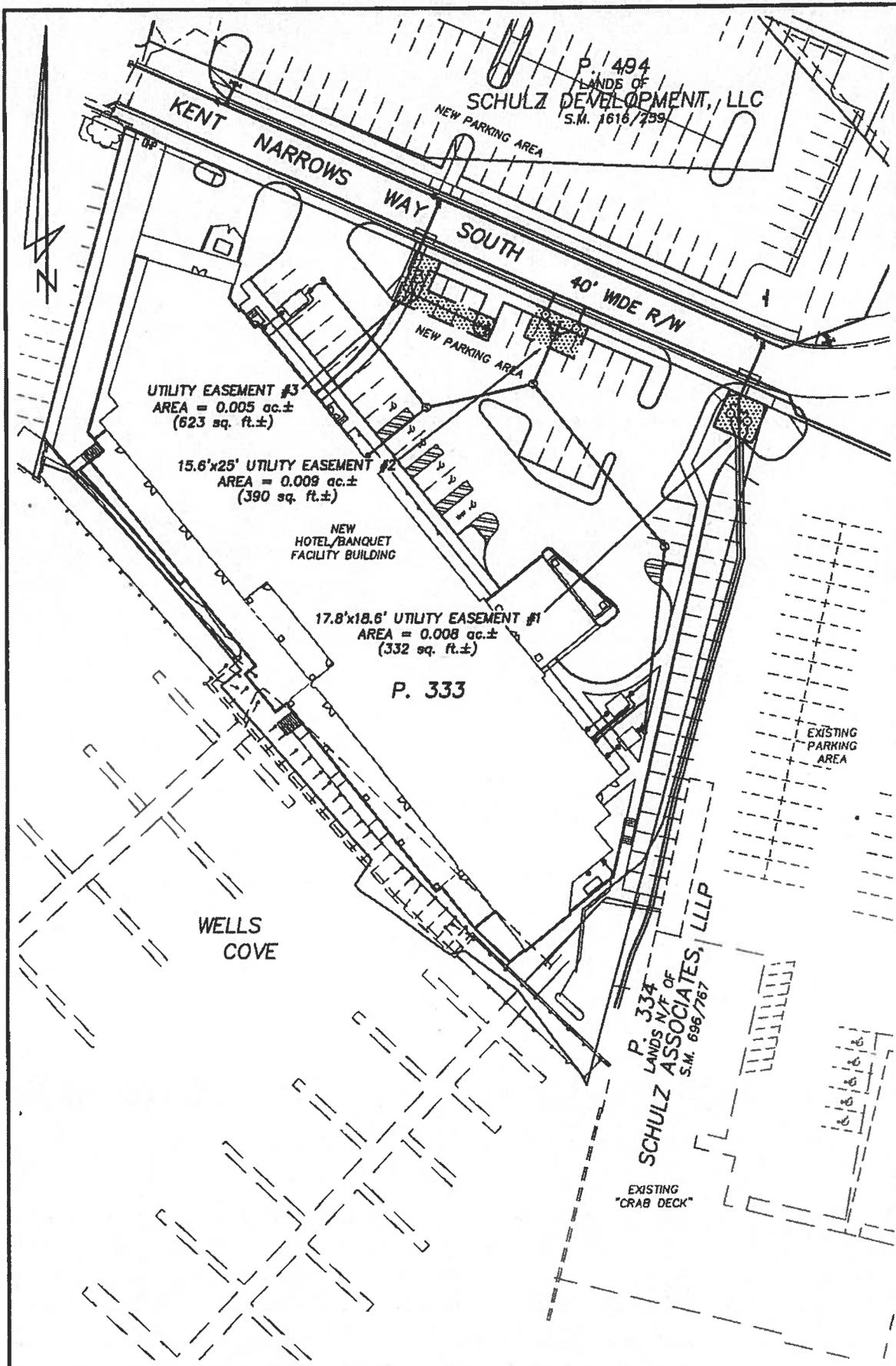
My Commission Expires: 8/15/22



This document was prepared by, or under the supervision of, the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

*Patrick E. Thompson*  
Patrick E. Thompson  
County Attorney

This instrument is being recorded by Queen Anne's County and is exempt from recording fees pursuant to Section 3-603 of the Real Property Article of the Annotated Code of Maryland.



|   |
|---|
| UTILITY EASEMENTS                             |
| ON THE LANDS OF                               |
| <b>KENT NARROWS ENTERPRISES, LLC</b>          |
| FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND |
| PREPARED FOR : SCHULZ DEVELOPMENT, LLC        |

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
 ENGINEERING, DRAFTING/DESIGN,  
 ENVIRONMENTAL SERVICES & SURVEYING

P.O. BOX 80  
 CENTREVILLE, MARYLAND 21117  
 PHONE : 1-443-282-9130  
 FAX : 1-443-282-9148

|          |          |
|----------|----------|
| DRAWN BY | J. MOORE |
| SCALE    | 1" = 50' |
| DATE     | JUNE '20 |
| JOB No.  | 2003034  |
| FOLDER   |          |

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**Queen  
Anne's  
County**

**THE COUNTY COMMISSIONERS OF  
QUEEN ANNE'S COUNTY**

The Liberty Building  
107 North Liberty Street  
Centreville, MD 21617

Telephone: (410) 758-4098  
Fax: (410) 758-1170

e-mail: [QACCommissioners&Administrator@qac.org](mailto:QACCommissioners&Administrator@qac.org)

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

*County Administrator: Todd R. Mohn, PE*

*Executive Assistant to County Commissioners: Margie A. Houck*

*County Attorney: Patrick Thompson, Esquire*

**To:** County Commissioners **ACTION ITEM**  
**From:** Vivian Swinson, Zoning Administrator  
**Subject:** Property Lien's  
**Date:** August 11, 2020

---

Map 14, Grid 40, Parcel 40, 6426 Sudlersville Road, Sudlersville (\$300.00) Vacant  
Map 30, Grid 15, Parcel 56, 1118 Price Station Road, Price (\$320.00) Vacant

An independent contractor hired by the Zoning Office to cut grass at the above referenced addresses after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code Chapter 19 Article II §19-2 L. (2) which states: A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.

**Recommended Action:**

**I move to approve Resolutions 20-26 through 20-27 to place a lien on each of the properties listed in the County Zoning Administrator's memorandum dated August 11, 2020 for nuisance violations.**

**RESOLUTION 20-26**

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(p) of the Code of Public Laws of Queen Anne's County (Article 18 of the Code of Public Local Laws of Maryland) "to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected",

AND WHEREAS, Queen Anne's County Ordinance No. 94-04 ("The Nuisance Ordinance") provides, inter alia, that "The County Commissioners of Queen Anne's County shall have the full power and authority to abate any nuisance as set forth herein by an appropriate means and to assess the property owner for the costs thereof. Any damage or assessments made hereunder shall be a lien against the real property benefitted and may be collected in the same manner as County real estate taxes.

AND WHEREAS, pursuant to the authority set forth above, The County Commissioners have abated to have caused to be abated a nuisance on the property described below and have determined that the costs thereof are fair and reasonable and are valid charges and assessments.

NOW THEREFORE IT IS RESOLVED, by The County Commissioners of Queen Anne's County that the amount shown below be assessed as a lien against the property described below and that the same be collected in the same manner as County real estate taxes.

PROPERTY: 6426 Sudlersville Road  
Sudlersville, MD 21668

TAX MAP- 14, GRID- 40, PARCEL- 40, TAX ID#- 1801009664

OWNER: Darlene Faye Heverin

AMOUNT OF ASSESSMENT: \$200.00  
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 11<sup>th</sup>  
day of August, 2020.

ATTEST:

THE COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Queen  
Anne's  
County**

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

**DEPARTMENT OF PLANNING & ZONING**

110 Vincit St., Suite 104  
Centreville, MD 21617

Telephone Planning: (410) 758-1255  
Fax Planning: (410) 758-2905  
Telephone Permits: (410) 758-4088  
Fax Permits: (410) 758-3972

To: County Commissioners

**ACTION ITEM**

From: Vivian Swinson  
Zoning Administrator

Date: July 28, 2020

RE: Map- 14, Grid-40, Parcel-14, (6426 Sudlersville Road, Sudlersville MD 21668)

On July 13 2020, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code **Chapter 19 Article II §19-2.L.(2)** which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is : (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

Attached is the Resolution to place a lien on the subject property so the County can be reimbursed for the cost of the grass cutting.

**Recommended Action:**

I move that we approve the Resolution to place a lien on the property located at: 6426 Sudlersville Road, Sudlersville MD 21668 in the amount of \$300.00

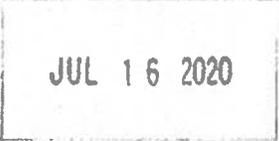
B & K Plant Farm & Landscaping, LLC

520 John Powell Road  
Church Hill, MD 21623  
410-778-4445

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 7/14/2020 | 4614      |

| Bill To   |
|---|
| Queen Anne's Co<br>110 Vincit St.<br>Suite 104<br>Centreville, MD 21617 |

| Description   | Amount          |
|---|-----------------|
| 7/13 Bushed hogged tall grass @ 6426 Sudlersville Rd                                | 200.00          |
|  |                 |
| <b>Total</b>  | <b>\$200.00</b> |



**RESOLUTION 20-27**

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(p) of the Code of Public Laws of Queen Anne's County (Article 18 of the Code of Public Local Laws of Maryland) "to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected",

AND WHEREAS, Queen Anne's County Ordinance No. 94-04 ("The Nuisance Ordinance") provides, inter alia, that "The County Commissioners of Queen Anne's County shall have the full power and authority to abate any nuisance as set forth herein by an appropriate means and to assess the property owner for the costs thereof. Any damage or assessments made hereunder shall be a lien against the real property benefitted and may be collected in the same manner as County real estate taxes.

AND WHEREAS, pursuant to the authority set forth above, The County Commissioners have abated to have caused to be abated a nuisance on the property described below and have determined that the costs thereof are fair and reasonable and are valid charges and assessments.

NOW THEREFORE IT IS RESOLVED, by The County Commissioners of Queen Anne's County that the amount shown below be assessed as a lien against the property described below and that the same be collected in the same manner as County real estate taxes.

PROPERTY: 1118 Price Station Rd.  
Price, MD 21656

TAX MAP: 30 GRID: 15 PARCEL: 56 LOT: TAX ID#: 1802024322

OWNER: Palmer F. Councill  
C/O Pamela Councill

AMOUNT OF ASSESSMENT: \$220.00  
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 11<sup>th</sup>  
day of August, 2020.

ATTEST:

THE COUNTY COMMISSIONERS  
OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



*Queen  
Anne's  
County*

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

**DEPARTMENT OF PLANNING & ZONING**

110 Vincit St., Suite 104  
Centreville, MD 21617

Telephone Planning: (410) 758-1255  
Fax Planning: (410) 758-2905  
Telephone Permits: (410) 758-4088  
Fax Permits: (410) 758-3972

To: County Commissioners **ACTION ITEM**

From: Vivian J. Swinson  
Zoning Administrator

Date: July 28, 2020

RE: Map 30, Grid 15, Parcel 56 (1118 Price Station Rd. Price, MD 21656)

On June 16, 2020, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code **Chapter 19 Article II §19-2.L.(2)** which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is : (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

Attached is the Resolution to place a lien on the subject property so the County can be reimbursed for the cost of the grass cutting.

**Recommended Action:**

I move that we approve the Resolution to place a lien on the property located at 1118 Price Station Rd. Price, MD 21656 in the amount of \$320.00.



Queen  
Anne's  
County

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104  
Centreville, MD 21617

Telephone Planning: (410) 758-1255  
Fax Planning: (410) 758-2905  
Telephone Permits: (410) 758-4088  
Fax Permits: (410) 758-3972

County Commissioners:

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

July 8, 2020

Mr. Palmer F. Councill  
C/O Pamela Councill  
817 Fox Meadow Rd.  
Queen Anne, MD 21657

RE: Tax Map 0030, Parcel 0056 (1118 Price Station Rd. Price, MD 21656)

To Whom It May Concern:

Queen Anne's County hired an independent contractor to cut the grass on the property referenced above. Attached is a copy of the bill.

Therefore, you have twenty (20) days from the date of this letter to pay the \$220.00 bill, plus an administrative fee of \$100.00 for a total of \$320.00. Failure to pay the full amount will result in a lien being placed against your property. Please make the check payable to the Queen Anne's County Commissioners and mail it to the Dept. of Planning and Zoning 110 Vincit St., Suite 104, Centreville, MD 21617.

I can be reached at 410-758-4088 Monday through Friday from 8:00am to 10:00am if you need to contact me. Thank you for your time in this matter.

Sincerely,

Joe Pippin  
Zoning/Nuisance Inspector

check July 28th

Attachments: Invoice: B & K Plant Farm & Landscaping, LLC

B & K Plant Farm & Landscaping, LLC

520 John Powell Road  
Church Hill, MD 21623  
410-778-4445

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 6/28/2020 | 4611      |

Bill To

Queen Anne's Co  
110 Vincit St.  
Suite 104  
Centreville, MD 21617

| Description  | Amount |
|--|--------|
| 6/16 Mowed & trimmed tall grass @ 1118 Price Station Rd. | 220.00 |

JUL 7 2020

Thank you for your business. Payment due 10 days from billing date.

**Total** \$220.00



Queen  
Anne's  
County

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

**DEPARTMENT OF PLANNING & ZONING**

110 Vincit St., Suite 104  
Centreville, MD 21617

Telephone Planning: (410) 758-1255  
Fax Planning: (410) 758-2905  
Telephone Permits: (410) 758-4088  
Fax Permits: (410) 758-3972

June 4, 2020

Mr. Palmer F. Councill  
C/O Pamela Councill  
817 Fox Meadow Rd.  
Queen Anne, MD 21657

RE: Tax Map 0030, Parcel 0056 (1118 Price Station Rd. Price, MD 21656) **Tall Grass**

To Whom It May Concern:

During an investigation of a nuisance complaint on your property, I have determined that you are in violation of Queen Anne's County Code **Chapter 19 Article II §19-2 L. (2)** which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

You must cut the entire yard, not just around the house. You have seven (7) days from the date of this letter to address the violation. If the grass is not cut, you may be issued a citation or Queen Anne's County may hire an independent contractor to cut the grass. Failure to pay the cost of the grass cutting within fifteen (15) days will result in a lien being placed against your property.

I can be reached at 410 758-4088 Monday thru Friday from 8am to 10am if you need to contact me.

Sincerely,

Joe Pippin  
Zoning/ Nuisance Inspector

check June 11th  
- not cut ordered mowed  
- waiting on Invoice





*Queen  
Anne's  
County*

**DEPARTMENT OF COMMUNITY SERVICES**

**Community Partnerships for Children and Families  
Local Management Board**  
104 Powell Street  
Centreville, MD 21617

Telephone: (410) 758-6677  
Fax: (410) 758-6904  
E-mail: qalmb@qac.org

**County Commissioners:**

*James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4*

**Action Item**

July 22, 2020

The Honorable Board of County Commissioners  
Queen Anne's County  
107 North Liberty Street  
Centreville, Maryland 21617

Dear Commissioners:

The Board members of the Queen Anne's County Community Partnerships for Children and Families, our Local Management Board, respectfully submits the following candidates for nomination to the Board.

- Jessica Denny, Community Member
- Scott Evans, Community Member
- Stephanie Hines, Community Member
- Lauren Kay Weber, Community Member

The Community Partnerships Board is also submitting the following persons to be re-appointed to a second three-year term ending June 30, 2023.

- Laura Roth, Community Member
- Mary Ann Thompson, Community Member

Regretfully, the following Board members' terms will expire or otherwise will no longer be board members after June 30, 2020.

- Angie Marsh, Community Member
- Carrie O'Connor, Community Member
- Mary Walker, Community Member
- Jamie Williams, Community Member



For your information, the Board appointed the following members to the Executive Committee for fiscal year 2021:

- President: Mary Ann Thompson
- Vice President/Secretary: Vince Radosta
- Treasurer: Kathryn Dilley

We respectfully request that you make and approve the motions located at the bottom of this letter. Thank you for your ongoing support and enthusiasm for what we do for children and families in this community.

Sincerely,



Mary Ann Thompson  
Board President

Interoffice Mail

CC: Todd Mohn, County Administrator  
Margie Houck, Executive Assistant to the Commission  
Board Members

I respectfully request that you make and approve the following motions:

**I move to appoint Jessica Denny, Scott Evans, Stephanie Hines and Lauren Kay Weber to the Board of the Queen Anne's County Community Partnerships for Children and Families to serve a three-year term ending on June 30, 2023.**

**I move to reappoint Laura Roth and Mary Ann Thompson to a second three-year term ending June 30, 2023.**

# CC-5

Date 7/21/2020

QUEEN ANNE'S COUNTY  
REQUEST FOR BUDGET AMENDMENT  
FY 2021

| Description of expenditure/revenue accounts to increase/(decrease): |                                     |                            |  | Fund | Activity | Account Code<br>Account | Project | Increase<br>(Decrease)<br>Amount |
|---|-------------------------------------|----------------------------|--|------|----------|-------------------------|---------|----------------------------------|
| Increase  | Aging - IIIC-2 Home Delivered Meals | Federal COVID Relief Grant |  | 618  | 618050   | 32220                   |         | 26,197                           |
| Increase  | Aging - IIIC-1 Congregate Meals     | Federal COVID Relief Grant |  | 616  | 618050   | 32220                   |         | 5,240                            |
| Net Increase in revenue   |                                     |                            |  |      |          |                         |         | 31,437                           |
| Increase  | Aging - IIIC-2 Home Delivered Meals | Food Services              |  | 618  | 618050   | 5456                    |         | 26,197                           |
| Increase  | Aging - IIIC-1 Congregate Meals     | Food Services              |  | 616  | 618050   | 5456                    |         | 5,240                            |
| Net Increase in expenditures  |                                     |                            |  |      |          |                         |         | 31,437                           |

Justification: Department of Aging received Families First Coronavirus Response Act Notice of Grant Award on April 6, 2020. \$5,240 is for Congregate Meals expenditures and \$26,197 is for Home-Delivered Meals Expenditures. The total grant award to be spent before September 30, 2021 is \$31,437.

No additional County Funds Needed

MM  
8/3/20

Requester printed Department: Catherine R. Willis, LMSW, Director, Dept of Comm Services

Requester signature & date: *Catherine Willis* 8/3/20

Finance Director signature & date: *Julia A. Smith* 8/5/20

Approval & date: \_\_\_\_\_

# CC-6

Date 7/27/2020

QUEEN ANNE'S COUNTY  
REQUEST FOR BUDGET AMENDMENT  
FY 2021

| Description of expenditure/revenue accounts to increase/(decrease): |                      |                       | Fund | Activity | Account Code<br>Account | Project | Increase<br>(Decrease)<br>Amount |
|---|----------------------|-----------------------|------|----------|-------------------------|---------|----------------------------------|
| Decrease  | Tourism - Grant Fund | Other State Op Grants | 500  | 515507   | 33590                   |         | (12,848)                         |
| Decrease  | Tourism - Grant Fund | Advertising           | 500  | 515507   | 8070                    |         | (12,848)                         |

Justification: \_\_\_\_\_

This amendment is to decrease the Tourism Grant budget by \$12,848 to reflect the total awarded grant amount of \$29,152.

The current budget has \$42,000 for this grant.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No additional County Funds Needed

MH  
7/27/20

Requester printed Department: Brittany Moran, Finance

Requester signature & date: [Signature] 7/27/20

Finance Director signature & date: [Signature] 8/5/20

Approval & date: \_\_\_\_\_

# CC-7

Date 8/3/2020

QUEEN ANNE'S COUNTY  
REQUEST FOR BUDGET AMENDMENT  
FY 2021

| Description of expenditure/revenue accounts to increase/(decrease): | Fund | Account Code                  | Increase (Decrease) Amount |
|---|------|-------------------------------|----------------------------|
| Increase Rural Legacy State POS Appropriated Cap Grant              | 830  | 830000 33727                  | 2,024,994                  |
| Increase Rural Legacy Prior Year Fund Balance                       | 830  | 830000 39920                  | 16,000                     |
| <i>Total Revenue Increase</i>                                       |      | <i>Total Revenue Increase</i> | <b>2,040,994</b>           |
| Increase Rural Legacy Other Expenses                                | 830  | 830000 8995                   | 2,040,994                  |

Justification:

This amendment will recognize a Rural Legacy program capital grant as per an agreement between the County and the Maryland MD Department of Natural Resources. These grant funds are to purchase the following three (3) easements:

- (1) Charles and Martha Patterson III - \$137,229 including attorney fees - 34.09 acres - approved by County Commissioners on 7/14/20
- (2) HCB Jr. partners Ltd. - \$695,895 including attorney fees - 163.37 acres - approved by County Commissioners on 7/14/20
- (3) Charles and Martha Patterson IV - \$1,191,870 including attorney fees - 273.57 acres - approved by County Commissioners on 7/14/20

This amendment also includes \$16,000 in miscellaneous fees associated with easements (attorney bills/title policy etc.) to be transferred from PY Fund Balance.

The approved funding will enable the County to preserve 470 acres of agricultural land, woodland, environmentally sensitive areas, natural habitats and protect environmentally significant tributaries of the Chester and Corsica Rivers.

No County funds are requested.

NH  
8/3/20

Requester printed Department: Brittany Moran, Finance

Requester signature & date: *[Signature]* 8/3/2020

Finance Director Signature & date: *[Signature]* 8/5/20

Approval & date: \_\_\_\_\_

QUEEN ANNE'S COUNTY  
REQUEST FOR BUDGET AMENDMENT  
FY2021

| Description of expenditure/revenue accounts to increase/(decrease): | Fund | Account Code | Increase (Decrease) Amount |
|---|------|--------------|----------------------------|
| Increase CDBG - Cares Act Grant Fed Community Services & Dev-CDBG   | 730  | 730020 32220 | \$ 90,200                  |
| Increase CDBG - Cares Act Grant Rent                                | 730  | 730020 8125  | \$ 80,000                  |
| Increase CDBG - Cares Act Grant Emergency Fund                      | 730  | 730020 8610  | \$ 10,200                  |
| <b>Total Increase in expenditures</b>                               |      |              | <b>\$ 90,200</b>           |

Justification:

This amendment recognizes the grant award for CDBG Grant Number CV-1-8. This grant is provided by Maryland Department of Housing and Community Development. \$80,000 for Emergency Rental Assistance and \$10,200 for Quarantine Sheltering.

NO ADDITIONAL COUNTY FUNDS ARE REQUESTED

NH  
8/13/20

Requester printed Department:

Mike Clark Housing & Community Services

Requester signature & date:

*[Signature]* 7/28/20

Finance Director signature & date:

*[Signature]* 8/5/20

Approval & date:

Desk Item 12

**THE COUNTY COMMISSIONERS OF  
QUEEN ANNE'S COUNTY**

The Liberty Building  
107 North Liberty Street  
Centreville, MD 21617

e-mail: [QACCommissioners&Administrator@gac.org](mailto:QACCommissioners&Administrator@gac.org)

*County Administrator: Todd R. Mohn, PE*  
*Executive Assistant to County Commissioners: Margie A. Houck*  
*County Attorney: Patrick Thompson, Esquire*



**Queen  
Anne's  
County**

**County Commissioners:**

James J. Moran, At Large  
Jack N. Wilson, Jr., District 1  
Stephen Wilson, District 2  
Philip L. Dumenil, District 3  
Christopher M. Corchiarino, District 4

August 7, 2020

Dear Weinberg Grant Members,

As the County Commissioners of Queen Anne's County, we are writing to share with you our unwavering support of Haven Ministries. The vital services Haven Ministries provides to our community provides a safety net for many our residents in crisis as well as providing opportunities for residents to volunteer and invest their time strengthening neighborhoods. They are the leader in food distribution, support services including financial assistance, and the only homeless shelter in our entire county open to men, women, and children. Haven Ministries is an outstanding community partner that aligns with our county agencies such as the Housing and Community Services Agency, Social Services, Health Department, and Emergency Services in order to serve our vulnerable community members. The Emergency Operations Center Food Insecurity Task Force, of which Haven Ministries is an active member, has appointed Haven Ministries to be the primary food and shelter distributor of Queen Anne's County and have especially relied on Haven Ministries to help meet the increased need for services during the Covid-19 pandemic. They have proven to be an effective community leader upon which we can rely for service to the public.

The County Commissioners are in support of Haven Ministries' plans to expand their housing services to longer-term housing through their Homes of Hope Building Project. This will help us meet a dire need of providing housing services in our county, which has a lack of affordable housing options. We support the efforts of building two homes on Main Street in Stevensville for longer-term housing. We have committed \$103,000 specific to this project since we consider this to be a worthwhile investment of County funds. We ask you to join us in financially supporting Haven Ministries in the Homes of Hope Construction Project.

Sincerely,

QUEEN ANNE'S COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
James J. Moran, President

\_\_\_\_\_  
Jack N. Wilson, Jr.

\_\_\_\_\_  
Stephen Wilson

\_\_\_\_\_  
Philip L. Dumenil

\_\_\_\_\_  
Christopher M. Corchiarino